

1. 9:30 A.M. Commission Meeting 2-14-2023

Documents:

[2-14-2023 CM.PDF](#)

- 1.1. 9:30 AM Commission Meeting 2-14-2023 Agenda Docs

Documents:

[02-14-2023 AGENDA DOCS.PDF](#)



CASCADE COUNTY COMMISSION MEETING
325 2nd Avenue North, Great Falls, MT
Commission Chambers, Room 105 or via Zoom Webinar
February 14, 2023 - 9:30 a.m.



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

https://us02web.zoom.us/webinar/register/WN_06MTieDIQsC7cFXeo8ITiQ

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 815 9648 4870 Passcode: 451631

Agenda Topics:

Call to Order:

Commissioner Grulkowski

Pledge of Allegiance:

Please note the agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: January 10, 2023 * January 18, 2023 * January 24, 2023

Consent Agenda

Board Appointment

Applicant

Vacancy

Term Expiration

Vaughn Fire Fee Service Area Timothy Wynn

(1)

05/31/2024

(Fill seat vacated by: Harold Vaughn Jr.)

Resolution 23-09: Prosecutorial Assistance in the cases of State v. Holden, Cause No: ADC-2023-074.

Contract 23-08: MT DPHHS USDA Commodities Supplemental Food Program Contract 23027210050 with Cascade County, Area VIII Agency on Aging. Effective: October 1-31, 2022. Reimburse @ \$4.20/per client, total 237 clients.

Total Reimbursement: \$ 995.40 for October 2022 services,

Contract 23-15: Ratification of Beneficiary Agreement between Cascade County and Great Falls College MSU regarding the use of the American Rescue Plan Act (ARPA) funds. Total Award of ARPA Funds: \$388,875.

Effective: Date of Signing - December 31, 2026. (*Pulled from October 25, 2022 Commission meeting*)

Contract 23-16: Lumen Dedicated Internet Access Agreement Modification. (Ref: Contract 22-190, R0439127)

Contract 23-17: Approval for NeteLive! to provide Talent Booking Services for Montana ExpoPark, including the Montana State Fair.

City-County Health Department

Resolution 23-07: Budget Appropriation for COVID Immunization Program, Grant # 23-07-4-31-160-0.

Total Amount: \$687,017. (Ref: Contract 22-184, R0439659)

Resolution 23-08: Budget Appropriation within the Congregate Living Fund 2963 for Disease Intervention Specialist and Congregate Living Coordinators services. Total Amount: \$112,540. (Contract 22-201, R0440625)

1.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-09:</u> Big Sky Civil & Environmental Inc Professional Service Agreement for overlay and maintenance of 27 th St NW, 31 st St NW, 34 th St NW, and Wilkinson Lane. Total Cost: \$17,286.00	Les Payne Public Works Director
2.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-10:</u> Tractor and Equipment Company of Great Falls, MT Agreement for one (1) Sullair-185 Portable Air Compressor. Total Delivered Purchase Price: \$22,750.00	Les Payne Public Works Director



CASCADE COUNTY COMMISSION MEETING
325 2nd Avenue North, Great Falls, MT
Commission Chambers, Room 105 or via Zoom Webinar
February 14, 2023 - 9:30 a.m.



3.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-11:</u> Nelson Architects Agreement for professional services relating to the design and build of the new storage building for the Cascade County Sheriff's Office. Total Cost: \$128,500 (<i>ARPA Funds</i>)	Les Payne Public Works Director
4.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-12:</u> TD&H Engineering of Great Falls, MT Professional Service Agreement for 5.4 miles of overlay, crack seal and maintenance of the North and South sections of Ulm/Vaughn Road. Total Cost: \$19,175.00	Les Payne Public Works Director
5.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-13:</u> TD&H Engineering of Great Falls, MT Agreement for engineering services relating to the design and construction, for the repairs to the Pacific Steel & Recycling Arena, located at MT ExpoPark. Total Cost: \$19,500.00	Les Payne Public Works Director
6.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-14:</u> Big Sky Civil & Environmental Inc Professional Services Agreement for the removal of all underground fuel lines, and fuel holding tanks, located at the Cascade County Sheriff's Office. Total Cost: \$7,950.00	Les Payne Public Works Director
7.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-18:</u> Purchase Agreement with ASIA Motors Inc. of Melrose Park IL for one 2009 Chevrolet Suburban LS 2500, 4x4, with 54,142 miles. Total Cost: \$27,600.00	Les Payne Public Works Director
8.	<u>Motion to Approve or Disapprove</u> <u>Contract 23-19:</u> Summit Food Services, LLC for Food Services at the Cascade County Adult Detention Center. Effective: December 19, 2022 - December 18, 2027. (Ref: Contract 22-195, R0439129)	Captain William Darby Sheriff's Office
9.	Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
10.	Adjournment.	

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 1/14/2023

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #324960 through #325203 totaling \$ 753,377.97 and EFT #9102709 and #9102716 totaling \$ 32,209.79 for an A/P total of \$ 782,587.76 dated 1/17/2023 through 1/20/2023.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 1/7/2023

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #324784 through #324959 totaling \$ 1,017,264.81 and EFT #9102692 through #9102715 totaling \$ 597,985.04 for an A/P total of \$ 1,615,249.85 dated 1/9/2023 through 1/13/2023.

A listing of all paid checks is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING

January 10, 2023

Via Zoom and Conference room attendees

9:30 A.M.

Commission
Journal #63

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on February 14, 2023.

Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Rae Grulkowski were present.

Staff: Carey Ann Haight- Chief Deputy Attorney, Les Payne- Public Works, Phoebe Marcinek- County Attorney, Deputy County Attorney, Charity Yonker- Planning Director, Bonnie Fogerty-Commission and Marie Johnson -Deputy Clerk & Recorder.

Attendees Via Zoom: Jenn Rowell, Kyler Baker, Richard Liebert, D. Ryan, Planning Dept., Toom Wylie, Trista Beisch, Shanna Chism-Bulik, Rosemary Squillace, David McKay, Asher Lynde,

Public: Lynda Henning and Shannon Wilson.

Call to Order: Commissioner Briggs called the meeting to order. 00:41

Motion: 2023 Presiding Officer - Chairman, Board of the County Commissioners, Cascade County, Montana

Commissioner Larson made a **MOTION** to continue with Chairman Briggs until Commissioner Grulkowski is ready to be Chairman **Motion carries 02:51**

Shannon Wilson from the public spoke. 01:54

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 03:09

Purchase orders and accounts payable checks: See agenda for payment information.

Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 05:51**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Ryan made a **MOTION** to (A) Approve minute entries for December 13th, 16th, and 21st, 2022. (B)

Approval of Routine Contracts as Follows:

Resolution 23-01: Establishing a Regular Cascade County Commission Meeting Schedule, Posting and Publications for Calendar Year 2023. 06:36

Resolution 23-02: Establishing the daily rate of credit for incarceration for calendar year 2023. Daily Per Diem Rate: \$115.00 06:49

Contract 23-03: A.T. Klemens bid proposal to remove and install a new metal roof, onto the Road & Bridge shop, located in Armington. Total Project Cost: \$24,500.00 07:07

Contract 23-04: Eighth Judicial District Youth Drug Court, Contract #23-098 with Cascade County Juvenile Detention Center to provide urinalysis testing services to youth participating in the Juvenile Drug Court program. Effective: July 1, 2022- June 30, 2023. Total Payment may not exceed: \$9300.00 07:23

Contract 23-05: MT DPHHS Amendment #0002 for Paralegal Services #20213PARA0001 for paralegal work on Youth In Need of Care (YINC) cases prosecuted in Cascade County. Effective through June 30, 2024. (Ref: Contract 21-97, R041661 & Contract 20-106, R0396520) 07:51 **Motion carries 3-0 to approve items on the consent agenda 15:08**

Agenda Item #1

Motion to Approve or Disapprove:

Contract 23-01: Bison Ford of Great Falls, MT bid proposal for a variety of thirteen (13) 2023 vehicles. Total Bid Award: \$585,905.00

Les Payne presented this contract. **09:43**

Commissioner Grulkowski made a **MOTION** to approve Contract #23-01, bid proposal from Bison Ford of Great Falls, MT for a variety of thirteen (13) vehicles as described in the staff report, for a total bid award of \$585,905.00 and instruct staff to complete the purchasing process. **Motion carries 3-0 12:26**

Agenda Item #2

Motion to Approve or Disapprove:

Contract 23-02: Brennan Heating & Cooling bid proposal for the replacement of two (2) new make-up, rooftop air units, located on the North end of the Pacific Steel & Recycling Arena roof, of the MT. ExpoPark. Total Cost: \$69,590.00

Les Payne presented this contract. **13:37**

Commissioner Larson made a **MOTION** to approve Contract 23-02, with Brennan Heating & Cooling, for the replacement of two (2) new make-up, rooftop air units, located on the North end of the Pacific Steel & Recycling Arena roof, of the MT ExpoPark, for a total cost to Cascade County of \$69,590.00. **Motion carries 3-0 14:54**

Agenda Item #3

Motion to Approve or Disapprove:

Resolution 23-03: A resolution separating Accounting Operations and Accounting Staff from Management by the Office of the Clerk and Recorder/Auditor.

Chairman Briggs presented this resolution. **15:45**

Commissioner Grulkowski made a **MOTION** to approve Resolution 23-03, a resolution separating accounting operations and accounting staff from the management by the Office of the Clerk and Recorder/Auditor. **19:51**

Shannon Wilson from the public spoke. **20:43**

Motion carries 3-0 21:14

Presentation: MDT Stockett Road Reconstruction Project. 21:23-40:16

Ending conversation concerning the presentation. **40:16-50:52**

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103) None

Adjournment: Commissioner Larson adjourned this Commission Meeting at 10:06 a.m.

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

January 18, 2023 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on January 24, 2023.	COMMISSION MINUTES JOURNAL # 63
Board of Cascade County Commissioners: Chairman Briggs excused, Commissioner Jim Larson, and Commissioner Rae Grulkowski.	
Staff Present: Carey Ann Haight, Charity Yonker, Les Payne, Abigail Hill, Joey McDermard, Johns Kadner, and Marie Johnson.	
Public Members Present: No one was in attendance	
Zoom Attendees: Phoebe Marcinek.	
Treasures Report will be presented at the upcoming Commission meeting.	
Consent Agenda Items:	Department:
Resolution 23-05: Budget Appropriation withing the Safety 24/7 Program to purchase radios. Total Amount: \$19,980. <i>This Resolution was pulled.</i>	CCSO 00:50
Resolution 23-06: Budget Appropriation within the 2022 Byrne Justice Assistance Grant (JAG) program increasing expenditures and revenues. Total Amount: \$21,131. (Ref: Resolution 22-73, R0437722)	CCSO 02:07
City/County Health Department	CCHD
Contract 23-07: Medicare Advantage Benefit Program Provider Agreement by and between Blue Cross & Blue Shield of Montana and Cascade County for Pauline Conway RN, MSN, FNP to participate in the Medicare Advantage Network. Effective: January 24, 2023 - until terminated by either party.	CCHD 05:51

AGENDA –

Agenda Item #1

Resolution 23-04: A resolution to rename Tri(-)Hil Frontage Road to Tri Hill Frontage Road
09:58

Agenda Item #2

Contract 23-06: Contract with NWESTCO for the upgrade of the existing fuel system located in the shop yard of the MT Expo Park. Total Cost: \$38,025.35 **12:47**

Adjournment: Commissioner Larson closed the work session meeting at 2:23 p.m.

CASCADE COUNTY COMMISSION MEETING
January 24, 2023
Via Zoom and Conference room attendees
9:30 A.M.

Commission
Journal #63

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on February 14, 2023.

Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Rae Grulkowski were present.

Staff: Phoebe Marcinek- Deputy Attorney, Les Payne- Public Works, Charity Yonker- Planning Director, Tom Mital- Planning Dept., Diane Heikkla- Treasurer, Bonnie Fogerty- Commission and Marie Johnson -Deputy Clerk & Recorder.

Attendees Via Zoom: Abigail Hill- CCHD, Raina Leavens, and Kevin Angland- Planning Dept.

Public: Shannon Wilson, John Lee, Steve Erwin, Ryan Gamboa, and Devereaux Biddick.

Call to Order: Commissioner Briggs called the meeting to order. **00:30**

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. **00:35**

Treasurers Report: Diane Heikkla read the treasurers report. **03:22**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 05:51**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Grulkowski made a **MOTION** to (A) Approve minute entries for January 4, 2023. (B) Approval of Routine Contracts as Follows: **06:31**

Resolution 23-06: Budget Appropriation within the 2022 Byrne Justice Assistance Grant (JAG) program increasing expenditures and revenues. Total Amount: \$21,131. (Ref: Resolution 22-73, R0437722) **06:57**

City-County Health Department

Contract 23-07: Medicare Advantage Benefit Program Provider Agreement by and between Blue Cross & Blue Shield of Montana and Cascade County for Pauline Conway RN, MSN, FNP to participate in the Medicare Advantage Network. Effective: January 24, 2023 - until terminated by either party. **07:05**

Motion carries 3-0 to approve items on the consent agenda 08:11

Agenda Item #1

Public Hearing

Motion to Approve or Disapprove:

Resolution 23-04: A resolution to rename Tri(-)Hil Frontage Road to Tri Hill Frontage Road. **08:25**

Recess the Commission Meeting:

Chairman Briggs recessed the Regular Commission Meeting at 9:38 a.m.

Open the Public Hearing:

Chairman Briggs opened the Public Hearing at 9:38 a.m.

Waived Reading of Public Notice:

The reading of the Public Notice was waived without objection. **08:51** (See Exhibit A)

Staff Report:

Tom Mital, Planner, provides Staff Report. **09:07**

Call for written testimony: 11:44

Chairman Briggs called for written testimony with none submitted. **11:46**

Call for Proponents:

Chairman Briggs called for Proponents, three times with no response. **11:51**

Call for Opponents:

Chairman Briggs called for Opponents, three times with no response. **12:29**

Close to Public Hearing:

Chairman Briggs closed the Public Hearing at 09:42 p.m.

Resume Regular Commission Meeting:

Chairman Briggs re-opened the Commission Meeting at 09:42 p.m.

Commissioner Larson made a **MOTION** to approve Resolution #23-04 to rename, Tri(-)Hil Frontage Road to Tri Hill Frontage Road. **13:10 Motion carries 3-0 14:56**

Agenda Item #2

Motion to Approve or Disapprove:

Contract 23-06: Contract with NWESTCO for the upgrade of the existing fuel system located in the shop yard of the MT Expo Park. Total Cost: \$38,025.35. **15:25**

Les Payne presented this Contract. **15:46**

Commissioner Grulkowski made a **MOTION** to approve Contract 23-06, with NWESTCO, for the upgrades to the existing fuel system, that is currently located in the shop yard of the Montana ExpoPark, for the total cost to Cascade County of \$ **Motion carries 3-0 17:44**

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

Shannon Wilson commented. **18:15**

Adjournment: Chairman Briggs adjourned this Commission Meeting at 09:51 a.m.

February 14, 2023

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Vaughn Fire Fee Service Area Board Appointment

PRESENTED BY: Commission

<u>Applicant</u>	<u>Vacancy (1)</u>	Term Expires: May 31, 2024
Timothy Wynn	_____	New Applicant

(Filling seat vacated by Harold Vaughn Jr.)



CASCADE COUNTY BOARD APPLICATION



Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

Date 1-6-23

NAME Timothy Wynn

TELEPHONE (Home)

(Work)

(Cell)

406-403-8502

(E-Mail)

Sweeney@yaho.com

CURRENT
ADDRESS

5 Timber Lane VAUGHN, MT 59487

Previous Public Experience (Elected or Appointed)

Previous Volunteering or County Boards

Current Volunteering or County Boards SATURDAY Market -
VICE Chair - 12 years

Current
Employer

DOD - malstrom commissary
North 40 Sales.

Education

Some College, High School Diploma
Gov training. Safety Officer + DASHO W

Please indicate which of the following Boards/Trustee positions you are interested in.
Mark 1st, 2nd, 3rd choices below.

☐ Board of Health

☒ Fire Fee Service Area

☐ Planning

☐ Compensation

☐ Great Falls Airport Authority

☐ Tax Appeal

☐ DUI Task Force

☐ Great Falls Transit

☐ Weed Board

☐ ExpoPark Advisory

☐ Historic Preservation Advisory

☐ Zoning Board of Adjustment

☐ Fire District Area

☐ Library Trustee

☐ Other

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)

WAS DASHO For State Montana, Department
of Defense. Budget For Government
When WAS AFSD - Department Home Land Security.

CC

CC

CC

February 14, 2023

Resolution #23-09

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:

Prosecutorial Assistance:

State v. Holden, ADC 23-074

INITIATED AND PRESENTED BY:

Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED:

Approval of Resolution 23-09

BACKGROUND:

Mont. Code Ann. § 7-4-2401 authorizes the county attorney to appoint special counsel as may be necessary for the faithful and prompt discharge of the duties of the office. The County Attorney has requested the assistance of the Prosecution Bureau of the Montana Attorney General's Office (the Bureau) provide services in the matter of *State v. Holden*. It is desired and deemed appropriate that the attorneys assigned to the Prosecution Services Bureau of the Department of Justice be assigned as Special Deputy County Attorneys to assist in handling prosecution and related issues in the aforementioned case.

No fee will be charged for attorney time provided by the Bureau but witness fees and expenses, jury costs and other normal costs associated with trial will be Cascade County's financial responsibility.

RECOMMENDATION: Approval of Resolution 23-09

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission approve Resolution 23-09 authorizing the appointment of the attorneys assigned to the Prosecution Services Bureau of the Department of Justice as Special Deputy Cascade County Attorneys in the prosecution of *State of Montana vs. Holden, ADC 23-074*.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission disapprove Resolution 23-09.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN RE: RESOLUTION TO APPOINT A
SPECIAL DEPUTY COUNTY ATTORNEY**

RESOLUTION 23- 09

Whereas, the Cascade County Attorney has requested prosecutorial assistance in the cases of *State v. Holden* (Cause No. ADC-2023-074, before Honorable David Grubich).

Whereas, it is desired and deemed appropriate that a special deputy county attorney be appointed to assist in the prosecution of the aforementioned case, and

Whereas, Mont. Code Ann. § 44-4-111 authorizes and contemplates that the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) act as special counsel on request of the county attorney and upon the approval of the board of county commissioners, and

Whereas, Mont. Code Ann. § 2-15-501(6) authorizes the Attorney General to provide assistance to county attorneys in the discharge of his or her duties.

It Is Hereby Resolved:

That the attorneys assigned to the Prosecution Services Bureau of the Department of Justice are hereby appointed as special deputy county attorneys for Cascade County for the purpose of assisting in the prosecution of the aforementioned case and that any of said deputies can fulfill the functions set out in Mont. Code Ann. § 44-4-103.

It is Further Resolved:

That under the terms of this agreement, no fee will be charged for attorney time provided by the Bureau. Assistance in such cases is provided without an hourly fee. Witness fees and expenses, jury costs, and other normal costs associated with trial will be the County's responsibility as with all other prosecutions.

DATED this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James Larson, Commissioner

Rae Grulkowski, Commissioner

Attest:

Sandra Merchant, Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Contract #23-08

ITEM:

ACTION REQUESTED:

PRESENTED BY:

SYNOPSIS:

RECOMMENDATION:

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #23-08, Short-Term Contract with the USDA Commodities Supplemental Food Program between MT DPHHS on behalf of Cascade County Aging Services

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CONTRACT NUMBER 23027210050

THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, ("Department"), whose contact information is as follows: 1500 E. 6th Avenue, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and County of Cascade, Area VIII Agency on Aging, ("Contractor") whose contact information is as follows: Federal Tax ID 81-6001343, UEI Number M7JFAMRWFJQ6, 1801 Benefis Court, Great Falls, MT, 59405, Phone Number (406) 454-6990, and Fax Number (406) 454-6991; respectively (collectively, the "Parties").

"Contractor" means a sub-recipient or non-federal entity as defined in 2 CFR 200.93.

RECITALS

Therefore, in consideration of the foregoing recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies., (the "Services"), as more particularly described in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. The Department and the Contractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 - 1. Contract (this instrument)
 - 2. Attachment A: Scope of Work
 - 3. Attachment B: Income Guidelines
 - 4. Attachment C: Caseload Assignments
 - 5. Attachment D: CSFP Contractors Remote Locations
 - 6. Attachment E: Policy Memorandum FD-138
 - 7. Attachment F: Federal and State Law Requirements
 - 8. Attachment G: Insurance Requirements
 - 9. Attachment H: Assurances

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 1, 2022 through October 31, 2022 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

The Department will reimburse an amount of \$4.20 per client served for that month, not to exceed the assigned caseload listed in Attachment C of this agreement under FFY23 Continuing Resolution #1, not to exceed \$1,806 through October 31, 2022.

1. Payment to the Contractor shall be made to:

Area VIII Agency on Aging
1801 Benefis Court
Great Falls, Montana 59405

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

D. Sources of Funding

The sources of funding for this Contract are 100% from a grant from USDA, Grant Award Document Number 3MT810815

E. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

SECTION 4. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.
- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 7. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.

- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 8. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.
- B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 9. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment G, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 10. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment F to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be

denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

The Contractor may not discriminate in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.

- C. The Contractor must submit the assurances, where applicable, set forth in Attachment F and attached as Attachment H, to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must hold the State of Montana harmless from any liability on account of any such taxes or assessments.
- H. The following information may be required pursuant to 2 CFR 200:
 - 1. Sub recipient name: **County of Cascade**
 - 2. Sub recipient Unique Entity Identifier: **UEI # M7JFAMRWFJQ6**
 - 3. FAIN number: **233MT815Y8005**
 - 4. Federal award date: **October 5, 2022**
 - 5. Federal award start and end date: **October 1, 2022 to September 30, 2023**
 - 6. Total amount of funds obligated with this action: **\$1,806**
 - 7. Amount of funds obligated to sub recipient: **\$1,806**
 - 8. Total amount of the federal award: **\$1,806**
 - 9. Project description: **Commodity Supplemental Food Program**
 - 10. Awarding agency/pass-through entity/contact info: **U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE See Section 18.**
 - 11. CFDA number/name: **10.565-Commodity Supplemental Food Program**
 - 12. Research and Development: **No**
 - 13. Indirect cost rate: **N/A – See Section 3.B.3.**

SECTION 12. REGISTRATION OF OUT OF STATE ENTITIES

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in 23027210050

accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SECTION 13. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contractor or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 14. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person.
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.

2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

- F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 15. PROPRIETARY INFORMATION

- A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.
- B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested,

the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 16.

PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this Contract.

E.

SECTION 17.

ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 18.

LIAISON AND SERVICE OF NOTICES

Sara Loewen, Phone Number (406) 447-4265, Fax Number (406) 447-4287, sloewen@mt.gov, or their successor, is the liaison for the Department. Kim Thiel-Schaaf, Phone Number (406) 454-6990, Fax Number (406) 454-6991, kthiel-schaaf@cascadecountymt.gov, or their 23027210050

successor, is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

SECTION 19. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 20. CONTRACT TERMINATION

- A. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.
- B. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
 - 1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
 - 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its

designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 21. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in the Department's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F.** Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 22. CHOICE OF LAW, REMEDIES AND VENUE

- A.** This Contract is governed by the laws of the State of Montana.
- B.** For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C.** If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.

SECTION 23. GENERAL

- A.** No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B.** The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C.** Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- D.** If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E.** If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F.** Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G.** Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a

modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: DocuSigned by: Jessie Counts HCSD Administrator Date: 1/20/2023
EP0E3E84005B4EF...
Jessie Counts, Administrator

AREA VIII AGENCY ON AGING

BY: DocuSigned by: Kimberly Theil-Schaaf Area VIII Agency Director Date: 1/20/2023
1D055B0886774A3...
Name, Title

ATTACHMENT A To Contract No. 23027210050

SCOPE OF WORK

This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-1 by e-mail or facsimile and/or mail, in which case Attachment C-1 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan, provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;
2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;
3. be responsible for any misuse of program funds received under this program;
4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;
5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;
6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;
7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:
 - a. the following programs to each elderly applicant, participant or legal representative:
 - i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
 - ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
 - iii. the Food Stamp Program.
10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:
 - a. in accordance with the requirements of Section 8, Limitations and Eligibility;
 - b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
 - c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
 - d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
 - e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:
 - a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
 - b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
 - c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the

discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
 - a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;
 - b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;
 - c. require proper identification be presented by each participant or participant's proxy prior to issuance of the food package;
 - d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;
 - a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.
13. Make available for inspection to representatives of the State agency, it's representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;
14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,
15. pursue claims in excess of \$100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).
16. require all religious affiliated sub-agency contractors to comply with USDA policy Memorandum FD-138 "Written Notice and Referral Requirements for Beneficiaries Receiving TEFAP and CSFP Benefits from Religious Organizations" hereby made a part of the Agreement as Attachment E contained herein.

- C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.

- D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law.
- E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.

REPORTS

- A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.
- B. The Contractor shall submit:
 - 1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program ***on or before the 15th of the month, following the monthly period covered by the report.*** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;
 - 2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;
 - 3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and
 - 4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2023.

Attachment B To Contract No. 23027210050

INCOME GUIDELINES
FFY 2021 Initial Exhibit B

2022 Commodity Supplemental Food Program (CSFP)

ELDERLY INCOME GUIDELINES

130% OF POVERTY LEVEL OR LESS

Guidelines Effective February 9, 2022

130% OF POVERTY INDEX

HOUSEHOLD SIZE	FEDERAL POVERTY 2022 GUIDELINES ANNUAL	CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY				
		ANNUAL	MONTHLY	TWICE PER MONTH	EVERY TWO WEEKS	WEEKLY
1	\$13,590	\$17,667	\$1,473	\$737	\$680	\$340
2	\$18,310	\$23,803	\$1,984	\$992	\$916	\$458
3	\$23,030	\$29,939	\$2,495	\$1,248	\$1,152	\$576
4	\$27,750	\$36,075	\$3,007	\$1,504	\$1,388	\$694
5	\$32,470	\$42,211	\$3,518	\$1,759	\$1,624	\$812
6	\$37,190	\$48,347	\$4,029	\$2,015	\$1,860	\$930
7	\$41,910	\$54,483	\$4,541	\$2,271	\$2,096	\$1,048
8	\$46,630	\$60,619	\$5,052	\$2,526	\$2,332	\$1,166
For each add'l family member, add.....	\$4,720	\$6,136	\$512	\$256	\$236	\$118

Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #86 FR 7732, pages 7732-7734, Document #2021-01969

Attachment C To Contract No. 23027210050

CASELOAD ASSIGNMENTS

Add to current CSFP Agreements in AWACS the following amounts:

Reimbursement Rate		Amount:		CR #1	
10/1/22 to 12/16/2022	\$ 4.20	Start date:	10/1/22	\$104,536	
		Timeframe Through:	12/16/22		
		# Days:	77		
		Months:	2.50		
Agency	Caseload Assignments	Monthly Amount	CR#1 Amount	Total Funding to date	
Area V - Butte	400	\$1,680	\$4,200	\$4,200	
District IX - Bozeman	320	\$1,344	\$3,360	\$3,360	
N. Central AOA - Conrad	215	\$903	\$2,258	\$2,258	
AEMT - Glendive	511	\$2,146	\$5,366	\$5,366	
Area VIII AOA/St Vincent de Paul - Grt Falls	430	\$1,806	\$4,515	\$4,515	
Hill County - Havre	110	\$462	\$1,155	\$1,155	
RMDC - Helena	563	\$2,365	\$5,912	\$5,912	
Flathead Fd Bnk - Kalispell	550	\$2,310	\$5,775	\$5,775	
Missoula Food Bank	650	\$2,730	\$6,825	\$6,825	
W. MT AOA - Polson	842	\$3,536	\$8,841	\$8,841	
Area II AOA - Roundup	522	\$2,192	\$5,481	\$5,481	
Family Services - Billings	500	\$2,100	\$5,250	\$5,250	
Ravalli County COA - Hamilton	252	\$1,058	\$2,646	\$2,646	
Sub Total		\$24,633	\$61,584	\$61,584	
State Admin holding			\$42,952	\$42,952	
TOTALS	5,865		\$104,536	\$104,536	
Remainder				\$0	

Attachment D To Contract No. 23027210050

CSFP CONTRACTORS REMOTE LOCATIONS

ATTACHMENT "D"

FFY2023 CSFP CONTRACTORS' REMOTE LOCATIONS

Agencies are contracted by the state to provide CSFP services in their areas. Currently there are 13 Local Agency Contracts renewed annually.

GALLATIN VALLEY FOOD BANK - Area IX HRDC
602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belgrade – Issuance – Mobile Delivery – 586-7600
Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Bozeman – Issuance – Bozeman Sr. Center – 807 N. Tracy – 586-2421
Clyde Park – Issuance – Livingston Food Pantry – 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison – Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTIES SERVED: Gallatin, Madison and Park

FAMILY SERVICES
3927 1ST AVE SOUTH
BILLINGS, MT 59101

COMMUNITIES AND SURROUNDING AREAS SERVED:

Ballantine – Mobile Delivery – (406) 259-2269
Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 – (406) 259-2269
Lewistown – Mobile Delivery – (406) 259-2269
Worden – Mobile Delivery – (406) 259-2269
COUNTIES SERVED: Fergus and Yellowstone

AREA V AGENCY ON AGING
1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:

Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504

Butte – Certification and Issuance – 1015 S Montana – 782-5555

Deer Lodge – Certification and Issuance – Courthouse – 846-9789

Dillon – Certification and Issuance – Mobile Delivery – 865-0749

Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903

COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA

311 S. Virginia, Suite 2

CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Sandy – Issuance - Sr Center – 378-2405

Browning – Certification and Issuance – Food Bank – 338-7340

Chester – Issuance – PO Box 13 – 759-5244

Choteau – Issuance – Mobile Delivery – 476-3424

Conrad – Certification and Issuance – 311 S. Virginia – 271-7553

Cut Bank – Issuance – 715 E Main – 873-2961

Dupuyer – Issuance – Mobile Delivery – 279-3527

Dutton – Issuance – Sr Center – 476-3227

Fairfield – Issuance – Mobile Delivery – 476-3424

Fort Benton – Issuance – 1408 Front Street – 622-3601

Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417

Heart Butte – Certification and Issuance – Sr Center – 338-2222

Kevin – Issuance – Mobile Delivery

Power – Issuance – Mobile Delivery – 476-3424

Shelby – Issuance – 739 N Benton – 434-2992

Sunburst – Issuance – Mobile Delivery

Valier – Issuance – Mobile Delivery – 279-3527

COUNTIES SERVED: Blaine, Choteau, Glacier, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA

PO BOX 1309

2030 NO MERRILL

GLENDIVE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:

Baker – Certification and Issuance – PO Box 1025 – 778-3595

Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646 (Manor), Delivery – 119 N. Park Avenue

Circle – PO Box 442, 485-2418

Ekalaka – Certification and Issuance – PO Box 504 – 775-8751

Forsyth – Certification and Issuance – PO Box 1256 – 346-2878

Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500

Glendive – Certification and Issuance – PO Box 1309/2030 N Merrill Ave – 377-3564

Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886

Jordan – Certification and Issuance – PO Box 364 - 852-4588

Malta – Certification and Issuance – PO Box 1267 – 654-1235

Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482

Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412

Sidney – Certification and Issuance – 2190 W. Holly Street ,433-3701

Terry – Certification and Issuance – PO Box 873 - 635-5364

Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645

Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

ST. VINCENT de PAUL

426 CENTRAL AVENUE WEST

GREAT FALLS, MT 59404

COMMUNITIES AND SURROUNDING AREAS SERVED:

Belt – Issuance – Mobile Delivery – 761-0111

Cascade – Issuance – Mobile Delivery – 761-0111

Centerville – Issuance – Mobile Delivery – 761-0111

Great Falls – Certification and Issuance and Mobile Delivery – 761-0111

Fort Shaw – Issuance – Mobile Delivery – 761-0111

Monarch – Issuance – Mobile Delivery – 761-0111

Neihart – Issuance – Mobile Delivery – 761-0111

Ulm – Issuance – Mobile delivery – 761-0111

Vaughn – Issuance – Mobile Delivery – 761-0111

COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING

310 OLD CORVALLIS RD

HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:

Corvallis - Mobile and Home Delivery & Certification - 363-5690

Darby - Mobile and Home Delivery & Certification - 363-5690

Florence – Home Delivery & Certification - 363-5690

Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690

Stevensville - Mobile and Home Delivery & Certification - 363-5690

Sula – Mobile and Home Delivery & Certification - 363-5690

Victor - Mobile and Home Delivery & Certification - 363-5690

COUNTY SERVED: Ravalli

AREA X AGENCY ON AGING

2 2ND ST. WEST

HAVRE, MT 59501

COMMUNITIES AND SURROUNDING AREAS SERVED:

Chinook – Issuance - 324 Pennsylvania Ave – 357-2648

Havre – Certification & Issuance – 2 West 2nd St – 265-5464

Harlem – Senior Center

COUNTY SERVED: Hill

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA
201 SO LAST CHANCE GULCH
HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:

Augusta – Issuance – 134 Main St – 562-3623
Avon-@ Avon Post Office
Boulder – Issuance – 201 Main St. – 225-3656
Elliston-@ Post Office
East Helena – Issuance @ Methodist Church – 50 Prickly Pear Ave.
Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food
Share – 1616 Lewis – 443-3663
Lincoln – Issuance – Main St – 362-4504
Townsend – Issuance – 516 2nd St – 266-3995
White Sulphur Springs – Issuance – Mobile Delivery – 547-3651
Whitehall – Issuance - 3 No. Division – 287-5336
Wolf Creek – Issuance – Wolf Creek School – no phone
COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK
1203 HIGHWAY 2 WEST – SUITE 2
KALISPELL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:

Kalispell – Certification - Issuance - Mobile Delivery – 752-3663
Big Fork – Issuance – Mobile Delivery
Columbia Falls – Issuance – Mobile Delivery
Coram – Issuance – Mobile Delivery
Hungry Horse – Issuance – Mobile Delivery
Lakeside – Issuance – Mobile Delivery
Marion – Issuance – Mobile Delivery
Martin City – Issuance – Mobile Delivery
Whitefish – Issuance – Mobile Delivery
COUNTY SERVED: Flathead

MISSOULA FOOD BANK
1720 WYOMING ST
MISSOULA, MT 59801

COMMUNITIES AND SURROUNDING AREAS SERVED:

Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543
Arlee – Issuance – Pick-up Only – 549-0543
Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543
Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543
Drummond – Issuance – Pick-up Only – 549-0543
East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543
Florence – Issuance – Pick-up Only – 549-0543
Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543
Huson – Issuance – Pick-up & Mobile Delivery – 549-0543
Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543

Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543

Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543

Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543

Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING

110 MAIN STREET – SUITE 5

POLSON, MT 59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:

Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343

Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery

Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery

Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery

Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery

Lake County COA - Certification – 528 Main St – Ronan – 676-2367

Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367

St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367

Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367

Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367

Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367

Polson Senior Center - Both pickup and Mobile Delivery – 883-4735

Elmo – Mobile Delivery – 676-2367

Mineral County – St. Regis Community Center – 678-4240

St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop – 649-2637 - Both pickup and Mobile Delivery

Superior – Mobile Delivery out of St. Regis – 649-2637

Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery

Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139

Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery

Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both pickup and Mobile Delivery

Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile Delivery

COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING

PO BOX 127

1502 4TH ST WEST

ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:

Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-4587 – Sweet Grass County service area

Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-

3462 – Big Horn County service area

Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569 Wheatland County service area

Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 – 962-3800 – Carbon and Stillwater Counties

Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 - 477-8707 – N. Cheyenne Reservation service area

Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area

COUNTIES SERVED: Bighorn, Carbon, Golden Valley, Judith Basin, Musselshell, Petroleum, Stillwater, Sweet Grass, and Wheatland.

Attachment E To Contract No. 23027210050

POLICY MEMORANDUM FD-138

ATTACHMENT F To Contract No. 23027210050**FEDERAL AND STATE LAW REQUIREMENTS****A. Compliance with Federal Authorities**

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age.
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.

12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. First-tier Subawards.
All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$25,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed

under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

- (1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.

- (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS

Attn: BFSD-FFATA Reporting

PO Box 4210

Helena, MT 59604-4210

hhsffata@mt.gov

- c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received:

- (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

- i. Subawards, and

- ii. The total compensation of the five most highly compensated executives of any subrecipient.

- 17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control,

business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

**Attachment G To Contract No. 23027210050
INSURANCE REQUIREMENTS**

I. Insurance.

Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to the Department, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Department, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

III. Insurance Requirements.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the State of Montana's general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), (OR combined single limits of \$1,000,000 per occurrence) to cover such claims as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers;

or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or purchase of a product. Contractor must notify the Department immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.

Attachment H to Contract No. 23027210050**ASSURANCES****DEPARTMENT'S ANNUAL CERTIFICATION****ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The Contractor, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729, 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or

agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

AREA VIII AGENCY ON AGING

BY: DocuSigned by:
Kimerleigh Theil-Schaaf
1D6558D688774A3... Area VIII Agency Director Date: 1/20/2023
Name, Title

SOURCES OF INFORMATION

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

- 1) U.S. Department Of Health & Human Services / Office Of Civil Rights
www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

- 2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.
<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies.

<https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
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(See reverse for public burden disclosure)

4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Federal Use Only:</td> <td> Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) </td> </tr> </table>		Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks ☐ Sub awardee ☐, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ☐ RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI). 11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

February 14, 2023

Contract 23-15

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Approval of Beneficiary Agreement
with Great Falls College MSU
for ARPA Funding**

INITIATED AND PRESENTED BY: **Joe Briggs, Commission Chair**

ACTION REQUESTED: **Approval of Contract 23-15**

BACKGROUND:

The U.S. Congress passed, and President Biden signed into law, "The American Rescue Plan Act (ARPA)" on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.

The Cascade County Board of Commissioners. In accordance with the guidance set by the U.S. Department of the Treasury, and in accordance with Montana law, grants application and review process and has begun the process of distributing these funds out to area water and sewer districts as well as several nonprofits. Each of these distributions has been formally approved by resolution by the Cascade County Commission.

Prior to distribution of any funds an agreement must be entered into by the county and the benefited entity. The process requires that after signature each of these agreements will be placed on a Commission for formal ratification. This action is to ratify the agreement between the Ingenium and Cascade County.

RECOMMENDATION:

The recommendation is to approve Contract 23-15.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-15, an agreement between Cascade County and Great Falls College MSU."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-15"

CASCADE COUNTY BENEFICIARY AGREEMENT**Application 1-16***American Rescue Plan Act of 2021; Coronavirus State and Local Fiscal Recovery Funds*

This Agreement is entered into by and between **Cascade County**, a political subdivision of the State of Montana, hereinafter referred to as "**County**", and **Great Falls College MSU**, a State of Montana Agency, hereinafter referred to as "**Beneficiary**".

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (hereinafter "**ARPA**") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which is comprised of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "**SLFRF program**"). The SLFRF program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and governments' efforts to mitigate impacts on their communities, residents, and businesses;

WHEREAS, the SLFRF program has four statutory eligible uses: 1) replace lost public sector revenue; 2) invest in water, sewer, and broadband infrastructure; 3) respond to the far-reaching public health and economic impacts of COVID-19; or 4) provide premium pay to eligible workers;

WHEREAS, the County is the recipient of \$15,804,392 in federal recovery funds through the US Treasury and the State of Montana;

WHEREAS, Great Falls College MSU, a State of Montana Agency, submitted an application to the County by the County's ARPA application deadline, asking for ARPA relief funds to support a CDL training program simulator and other start-up costs;

WHEREAS, on July 12, 2022, the Cascade County Board of Commissioners awarded the Beneficiary \$388,875 in ARPA funds from the \$10,000,000 lost revenue portion of the funds the county received; and

WHEREAS, Beneficiary is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

AGREEMENT

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Term of Agreement.

This Agreement is effective upon the date of signing of this Agreement and shall remain in effect until no later than December 31, 2026. Specifically, all of Beneficiary's eligible costs must be incurred (obligated) by December 31, 2024. The period of performance for Beneficiary, within which all such obligations must be liquidated, will run through December 31, 2026.

2. Scope of Work.

Beneficiary shall provide documentation to support the reimbursement for the CDL training program simulator and other start-up costs as necessary to adhere to any ARPA guidelines and shall complete and any and all further documents requested by the County in response to ARPA requirements.

3. Award Funding.

County has agreed to make a conditional award of funds to Beneficiary in the amount of \$388,875 (the "Grant"). Grant disbursements shall be a reimbursement of funds to Beneficiary eligible under category 6.1 Revenue Replacement, provision of Government services. Grant distribution will be made by County to Beneficiary upon execution of this Agreement.

4. Misexpenditures and Excess Payments.

It is the responsibility of Beneficiary to provide adequate documentation to ensure funds are in compliance with this Agreement. Upon identification of a misexpenditure or excess payment, the party who identified the misexpenditure shall notify the other party, in writing, within fourteen (14) calendar days. Within thirty (30) days of the notification by either party, the Beneficiary shall make full re-payment to County of the entire grant awarded if a misexpenditure has been identified, or a re-payment of the amount of excess that was granted if an excess payment was identified.

5. Withholding of Grant Funds.

County may withhold any and all Grant funds from Beneficiary if County, in its sole discretion, determines that Beneficiary has failed to timely satisfy any material obligation arising under this Agreement. Nothing in this section limits the County's ability or authority to pursue any or all legal or equitable remedies for Beneficiary's breach of this Agreement.

6. Termination.

The County may terminate this Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County will give fourteen (14) calendar days of written notice to the Beneficiary of the termination, sent via certified mail.

7. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Montana and the venue shall be in Cascade County District Court.

8. Compliance with Applicable Law.

Beneficiary shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement.

9. Notices.

Any notice of termination or other communication having a material effect on this Agreement shall be served by email or U.S. Mail on the signatories listed.

County Contact Person:	Joe Briggs, Chairman, Board of County Commissioners
Contact Telephone Number:	406-454-6810
E-Mail Address:	jbriggs@cascadecountymt.gov
Mailing Address:	325 2nd Ave. N., Suite 111, Great Falls, MT 59401

10. Insurance.

The Beneficiary shall maintain at all times commercial general liability insurance, property damage insurance, and professional liability insurance, if applicable, covering its activities and operations under this Agreement. Beneficiary agrees to name County as an additional insured and provide County with a copy of required insurances upon request.

11. Beneficiary Status.

Beneficiary is not an officer, employee or agent of the County, with respect to work performed under this

Agreement. This Agreement shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties.

12. Indemnity.

The Beneficiary shall hold harmless, indemnify, and defend the County and its officers, officials, employees and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgements of any nature whatsoever, including reasonable costs and attorney's fees in defense thereof, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by this Agreement. The Beneficiary's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County or its officers, officials, employees, or agents.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.


14. Certifications And Signature of Beneficiary's Authorized Representative.

The undersigned certifies under penalty of perjury both individually and on behalf of Beneficiary that by signature on this Agreement for Beneficiary, the undersigned hereby certifies, under penalty of perjury, that the undersigned is authorized to act on behalf of Beneficiary.

BENEFICIARY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT BENEFICIARY HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

GREAT FALLS COLLEGE MONTANA STATE UNIVERSITY


BY:


Stephanie Erdmann
CEO/Dean

10/14/2022
Date

CASCADE COUNTY, MONTANA

BY:


Joe Briggs
Chairman, Cascade County

8/13/22
Date

CC

CC

CC

February 14, 2023

Contract# 23-16

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Lumen Dedicated Internet Access
Contractual Language Update

INITIATED AND PRESENTED BY: Sean Higginbotham, IT Director

ACTION REQUESTED: Approval of Contract 23-16

BACKGROUND:

The purpose of this contract is to establish an agreement with Lumen for Internet services. The previous contract language contained a provision, "services overlapping", which would prevent Lumen from transitioning required services to the new internet circuit. The prohibiting provision, "services overlapping", has been removed in this modification. (Ref: Contract 22-190, R0439127)

RECOMMENDATION: Approval of Contract 23-16
Lumen Dedicated Internet Access Agreement Modification

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve the approve the contractual language modification to contract 23-16.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission disapprove the contractual language modification to contract 23-16.

CC

CC

CC

Document No. DOC-0001175519
Scenario: SM10263986

CONTRACT
23-16

LUMEN®

Customer Information and Contract Specifications

Customer Name: CASCADE COUNTY - MT
Account Number: 3-A71678

Currency: USD
Monthly Recurring Charges (MRC): \$800.00
Non Recurring Charges (NRC): 0

Description	ID
Existing Circuit ID	ETH1000-16347040

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
415 2ND AVE N GREAT FALLS MONTANA 59401 2519 UNITED STATES	Dedicated Internet Access	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	New	36	1			\$400.00	\$0.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=1000 Mbps							
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Logical			1	\$400.00	\$0.00	\$400.00	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 1000 Mbps							
	Subtotal						\$800.00	\$0.00
	Totals						\$800.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

- "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
- Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.



3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charge as identified in the Ancillary Fee Schedule at: <http://www.lumen.com/ancillary-fees>.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end point's for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: CASCADE COUNTY - MT

Total MRC: \$800.00

Total NRC: 0

Signature:

Name:

Title:

Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 02-02-2023

February 14, 2023

Contract 23-17

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Talent Booking Services for Montana ExpoPark
(Includes: Montana State Fair)

ACTION REQUESTED: Approval of the Cascade County Evaluation Committee recommendation for the Talent Booking Services for Montana ExpoPark.

INITIATED & PRESENTED BY: Susan Shannon, Director Montana ExpoPark

SYNOPSIS:

The Board of Cascade County Commissioners solicited proposals for Talent Booking Services for Montana ExpoPark to include Montana State Fair. Requests for proposals were mailed to perspective talent booking services within the Rocky Mountain Association of Fairs. Three proposals were returned to Cascade County by the due date of December 28, 2022. Proposers included: NesteLive!, Pepper Entertainment, and Romeo Entertainment Group. The Cascade County Evaluation Committee consisting of the Montana ExpoPark Director, Montana ExpoPark Marketing and Sales Manager, Montana ExpoPark Event Coordinator, and Montana ExpoPark Administrative Assistant. The committee convened on three separate occasions to score the proposals. The evaluation committee unanimously recommends NesteLive! for the Talent Booking Services for Montana ExpoPark to include Montana State Fair.

RECOMMENDATION:

The Cascade County Evaluation Committee unanimously recommends NestLive! to provide the Talent Booking Services for Montana ExpoPark, including the Montana State Fair.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** the recommendation by the Cascade County Evaluation Committee to approve NesteLive! for the Talent Booking Services for Montana ExpoPark to include Montana State Fair."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** the recommendation by the Cascade County Evaluation Committee to approve NesteLive! for the Talent Booking Services for Montana ExpoPark to include Montana State Fair."



February 14, 2023

Resolution 23-07

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Budget Appropriation to increase expenditures and revenues awarded from the DPHHS COVID Immunization Grant

ACTION REQUESTED: Approval of Resolution 23-07

PRESENTED BY: Abigail Hill, Public Health Officer

BACKGROUND:

The Cascade City County Health Department is requesting a budget modification to the Health Department 2977-307-D0100 for adjustments. (Ref: Contact 22-184, R0439659).

AMOUNT: \$687,017.00

RECOMMENDATION: Approval of Budget Appropriation 23-07

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 23-07, and allow the Cascade City-County Health Department to modify budgets in 2977-307-D0100.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 23-07, and allow the Cascade City-County Health Department to modify budgets in 2977-307-D0100.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET APPROPRIATION
WITHIN CASCADE COUNTY CITY-COUNTY HEALTH
DEPARTMENT COVID IMMUNIZATION SERVICES**

RESOLUTION 23-07

WHEREAS, Cascade City County Health Department performs services for the COVID Immunization program funded through the Federal grants passed through the State of Montana; and

WHEREAS, Contract 22-184, R0439659 was approved by the Commission on December 13, 2022 as an amendment with an effective date of July 1, 2022 through June 30, 2024 for a total of \$687,017.00 ; and

WHEREAS, a budget amendment is necessary to increase the revenue and expenditures by

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 14th day of February, 2023.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JOE BRIGGS, CHAIRMAN

JAMES L. LARSON, COMMISSIONER

RAE GRULKOWSKI, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR

REQUEST FOR BUDGET APPROPRIATION

R: 23-17

Date: 1/24/2023

To: Cascade County Board of Commissioners

Program Name: IAP Grant

CFDA # 93.268

Contract # 23-07-4-31-160-0

Responsible Department: CCHD

Prepared by: Cynthia Fike

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	2977	-	307	-	D0100	-	100.110	220,346	475,000	695,346
Acct #	2977	-	307	-	D0100	-	100.120	227	10,000	10,227
Acct #	2977	-	307	-	D0100	-	100.140	57,791	138,000	195,791
Acct #	2977	-	307	-	D0100	-	200.210	180	9,500	9,680
Acct #	2977	-	307	-	D0100	-	200.220	400	20,000	20,400
Acct #	2977	-	307	-	D0100	-	300.311	360	200	560
Acct #	2977	-	307	-	D0100	-	300.320	120	450	570
Acct #	2977	-	307	-	D0100	-	300.330	0	1,000	1,000
Acct #	2977	-	307	-	D0100	-	300.331	0	5,000	5,000
Acct #	2977	-	307	-	D0100	-	300.350	0	20,000	20,000
Acct #	2977	-	307	-	D0100	-	300.370	0	5,000	5,000
Acct #	2977	-	307	-	D0100	-	300.374	240	367	607
Acct #	2977	-	307	-	D0100	-	300.380	0	2,500	2,500
								<u>279,664</u>	<u>687,017</u>	<u>966,681</u>
<u>Revenues</u>										
Acct #	2977	-	307	-		-	33.1000	33,113	687,017	720,130
Acct #		-		-		-		0	0	0
								<u>33,113</u>	<u>687,017</u>	<u>720,130</u>

Explanation of budget changes:

Amendment for IAP Grants additional funding.

Changes authorized by:

Abigail Hill 1/25/23
 Department Head Signature or Date
 Elected Official Signature

Abigail Hill
 Print Name

[Signature] 1/30/23
 Budget Officer Date



Budget Performance Report

Fiscal Year to Date 01/24/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2977 - Immunization Projects										
EXPENSE										
Department 307 - Immun. Proj. Cont.330227										
Function D0199 - Public Health- Excess Carryover										
300										
300.348	Cell Phone Costs	.00	.00	.00	50.55	.00	151.79	(151.79)	+++	.00
300.370	Travel	.00	.00	.00	.00	.00	265.68	(265.68)	+++	.00
300.374	Mileage County Vehicles	450.00	.00	450.00	.00	.00	331.00	119.00	74	.00
300.390	Other Purchased Services	.00	.00	.00	71.51	.00	127.74	(127.74)	+++	.00
300 - Totals		\$23,050.00	\$0.00	\$23,050.00	\$552.32	\$0.00	\$11,833.86	\$11,216.14	51%	\$0.00
500										
500.530	Rental	.00	1,000.00	1,000.00	.00	.00	922.56	77.44	92	.00
500 - Totals		\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$922.56	\$77.44	92%	\$0.00
Function D0199 - Public Health- Excess Carryover Totals		\$712,903.00	\$0.00	\$712,903.00	\$11,708.68	\$0.00	\$144,898.03	\$568,004.97	20%	\$0.00
Department 307 - Immun. Proj. Cont.330227 Totals		\$746,585.00	\$0.00	\$746,585.00	\$11,708.68	\$0.00	\$178,489.50	\$568,095.50	24%	\$223,325.15
EXPENSE TOTALS		\$746,585.00	\$0.00	\$746,585.00	\$11,708.68	\$0.00	\$178,489.50	\$568,095.50	24%	\$223,325.15
Fund 2977 - Immunization Projects Totals										
REVENUE TOTALS		33,113.00	.00	33,113.00	687,017.00	.00	695,295.28	(662,182.28)	2100%	810,403.00
EXPENSE TOTALS		746,585.00	.00	746,585.00	11,708.68	.00	178,489.50	568,095.50	24%	223,325.15
Fund 2977 - Immunization Projects Totals		(\$713,472.00)	\$0.00	(\$713,472.00)	\$675,308.32	\$0.00	\$516,805.78	(\$1,230,277.78)		\$587,077.85
Grand Totals										
REVENUE TOTALS		33,113.00	.00	33,113.00	687,017.00	.00	695,295.28	(662,182.28)	2100%	810,403.00
EXPENSE TOTALS		746,585.00	.00	746,585.00	11,708.68	.00	178,489.50	568,095.50	24%	223,325.15
Grand Totals		(\$713,472.00)	\$0.00	(\$713,472.00)	\$675,308.32	\$0.00	\$516,805.78	(\$1,230,277.78)		\$587,077.85

TASK ORDER AMENDMENT NUMBER ONE
TASK ORDER FOR COVID IMMUNIZATION SERVICES
TASK ORDER NUMBER 23-07-4-31-106-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and CASCADE COUNTY HEALTH DEPARTMENT ("Contractor"), Federal ID Number 81-6001343, UEI: M7JFAMRWFJQ6, and 115 4TH Street S, Great Falls, Mt 59401.

Effective November 1, 2022 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK, will be amended as follows:

A. The Contractor shall:

1) through 9) Remain the same

10) Identify additional programs and partners within local jurisdictions and develop partnerships for COVID-19 vaccine outreach, education, and planning.

Activities will include:

1. Partnering with other programs, such as WIC, to develop and disseminate targeted materials for targeted vaccine confidence and education to underserved populations.
2. Developing community outreach programs through community coalitions or organizations, patient navigators, and/or other local programs.

11) Create outreach programs and increase organizational capacity to provide opportunities for COVID-19 vaccination in socially vulnerable populations

Activities will include:

1. Regularly providing outreach to county jails and detention centers to provide vaccination services to these populations in your jurisdiction or ensuring residents have access to services through other contractors.
2. Maintain walk-in availability for COVID-19 vaccination clinics
3. Regularly provide outreach to long term care facilities and other high risk congregate care settings or ensuring residents have access to services through other contractors.

12) Provide funding for professional development, training, and recruitment to ensure workforce that is proficient in providing services to at risk communities and areas of high social vulnerability.

13) Increase access to COVID-19 vaccine by continuing to fund, host, or organize COVID-19 vaccination pop-up clinics that focus on at-risk communities or areas of high social vulnerability.

14) Identify programs and partners within local jurisdictions and develop partnerships for Monkeypox vaccine outreach, education, and planning.

Activities may include:

1. Partnering with other programs, such as STD clinics, to develop and disseminate targeted materials for targeted vaccine confidence and education to at-risk populations.



Budget Performance Report

Fiscal Year to Date 01/24/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2977 - Immunization Projects										
REVENUE										
Department 307 - Immun. Proj. Cont.330227										
33										
33.1000	Federal Grants	33,113.00	.00	33,113.00	687,017.00	.00	695,295.28	(662,182.28)	2100	810,403.00
33.1142	Immunizations	.00	.00	.00	.00	.00	.00	.00	+++	.00
33 - Totals		\$33,113.00	\$0.00	\$33,113.00	\$687,017.00	\$0.00	\$695,295.28	(\$662,182.28)	2100%	\$810,403.00
38										
38.3000	Interfund Oper. Transfer	.00	.00	.00	.00	.00	.00	.00	+++	.00
38 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Department 307 - Immun. Proj. Cont.330227 Totals		\$33,113.00	\$0.00	\$33,113.00	\$687,017.00	\$0.00	\$695,295.28	(\$662,182.28)	2100%	\$810,403.00
REVENUE TOTALS		\$33,113.00	\$0.00	\$33,113.00	\$687,017.00	\$0.00	\$695,295.28	(\$662,182.28)	2100%	\$810,403.00
EXPENSE										
Department 307 - Immun. Proj. Cont.330227										
Function D0100 - Public Health - Federal Funds										
100										
100.110	Salaries & Wages	220,346.00	.00	220,346.00	.00	.00	22,454.61	197,891.39	10	141,917.70
100.120	Overtime	227.00	.00	227.00	.00	.00	1,074.02	(847.02)	473	8,517.46
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	867.75
100.140	Employer Contributions	57,791.00	.00	57,791.00	.00	.00	7,927.57	49,863.43	14	46,065.33
100.145	Employer Contributions- Grants	(49,186.00)	.00	(49,186.00)	.00	.00	.00	(49,186.00)	0	.00
100.146	Union Pensions	942.00	.00	942.00	.00	.00	4.80	937.20	1	426.21
100.150	Salaries & Wages, Grants	(198,659.00)	.00	(198,659.00)	.00	.00	.00	(198,659.00)	0	.00
100 - Totals		\$31,461.00	\$0.00	\$31,461.00	\$0.00	\$0.00	\$31,461.00	\$0.00	100%	\$197,794.45
200										
200.210	Office Supplies	180.00	.00	180.00	.00	.00	62.25	117.75	35	320.05
200.220	Operating Supplies	400.00	.00	400.00	.00	.00	431.78	(31.78)	108	.00
200.236	Building & Yard Maint.	.00	.00	.00	.00	.00	.00	.00	+++	.00
200 - Totals		\$580.00	\$0.00	\$580.00	\$0.00	\$0.00	\$494.03	\$85.97	85%	\$320.05
300										
300.311	Postage	360.00	.00	360.00	.00	.00	86.22	273.78	24	154.84
300.320	Printing & Typing	120.00	.00	120.00	.00	.00	291.94	(171.94)	243	433.53
300.331	Advertising	.00	.00	.00	.00	.00	.00	.00	+++	21,641.30
300.341	Electric	144.00	.00	144.00	.00	.00	471.03	(327.03)	327	248.47
300.342	Water & Sewer	33.00	.00	33.00	.00	.00	93.85	(60.85)	284	74.33
300.343	Telephone	96.00	.00	96.00	.00	.00	196.00	(100.00)	204	66.74
300.344	Heating Fuel	36.00	.00	36.00	.00	.00	54.99	(18.99)	153	68.25
300.348	Cell Phone Costs	612.00	.00	612.00	.00	.00	152.15	459.85	25	456.00
300.350	Professional Services	.00	.00	.00	.00	.00	.00	.00	+++	146.45
300.353	Accounting & Auditing	.00	.00	.00	.00	.00	.00	.00	+++	.00
300.360	Repair & Maint. Services	.00	.00	.00	.00	.00	.00	.00	+++	.00



Budget Performance Report

Fiscal Year to Date 01/24/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2977 - Immunization Projects										
EXPENSE										
Department 307 - Immun. Proj. Cont.330227										
Function D0100 - Public Health - Federal Funds										
300										
300.361	Building Repairs	.00	.00	.00	.00	.00	.00	.00	+++	.00
300.370	Travel	.00	.00	.00	.00	.00	.00	.00	+++	.00
300.374	Mileage County Vehicles	240.00	.00	240.00	.00	.00	45.00	195.00	19	410.00
300.380	Training Services	.00	.00	.00	.00	.00	77.56	(77.56)	+++	.00
300.390	Other Purchased Services	.00	.00	.00	.00	.00	167.70	(167.70)	+++	67.59
300 - Totals		\$1,641.00	\$0.00	\$1,641.00	\$0.00	\$0.00	\$1,636.44	\$4.56	100%	\$23,767.50
500										
500.510	Insurance	.00	.00	.00	.00	.00	.00	.00	+++	1,235.73
500.530	Rental	.00	.00	.00	.00	.00	.00	.00	+++	207.42
500.592	City Assessments	.00	.00	.00	.00	.00	.00	.00	+++	.00
500 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,443.15
800										
800.811	Termination Losses	.00	.00	.00	.00	.00	.00	.00	+++	.00
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Function D0100 - Public Health - Federal Funds Totals		\$33,682.00	\$0.00	\$33,682.00	\$0.00	\$0.00	\$33,591.47	\$90.53	100%	\$223,325.15
Function D0199 - Public Health- Excess Carryover										
100										
100.110	Salaries & Wages	.00	(1,000.00)	(1,000.00)	7,845.47	.00	95,647.80	(96,647.80)	-9565	.00
100.120	Overtime	14,214.00	.00	14,214.00	185.13	.00	3,767.78	10,446.22	27	.00
100.140	Employer Contributions	.00	.00	.00	3,044.66	.00	31,198.63	(31,198.63)	+++	.00
100.145	Employer Contributions- Grants	203,044.00	.00	203,044.00	.00	.00	.00	203,044.00	0	.00
100.146	Union Pensions	.00	.00	.00	33.13	.00	482.37	(482.37)	+++	.00
100.150	Salaries & Wages, Grants	442,296.00	.00	442,296.00	.00	.00	.00	442,296.00	0	.00
100 - Totals		\$659,554.00	(\$1,000.00)	\$658,554.00	\$11,108.39	\$0.00	\$131,096.58	\$527,457.42	20%	\$0.00
200										
200.210	Office Supplies	9,860.00	.00	9,860.00	47.97	.00	589.68	9,270.32	6	.00
200.220	Operating Supplies	20,439.00	.00	20,439.00	.00	.00	455.35	19,983.65	2	.00
200 - Totals		\$30,299.00	\$0.00	\$30,299.00	\$47.97	\$0.00	\$1,045.03	\$29,253.97	3%	\$0.00
300										
300.311	Postage	150.00	.00	150.00	8.79	.00	8.79	141.21	6	.00
300.320	Printing & Typing	450.00	.00	450.00	.00	.00	483.72	(33.72)	107	.00
300.331	Advertising	22,000.00	.00	22,000.00	.00	.00	9,482.50	12,517.50	43	.00
300.341	Electric	.00	.00	.00	168.55	.00	469.22	(469.22)	+++	.00
300.342	Water & Sewer	.00	.00	.00	82.68	.00	160.18	(160.18)	+++	.00
300.343	Telephone	.00	.00	.00	67.60	.00	202.35	(202.35)	+++	.00
300.344	Heating Fuel	.00	.00	.00	102.64	.00	150.89	(150.89)	+++	.00

Modification/Appropriation Checklist

- ☒ **TITLE** - Look at top of form to make sure you have the correct template for either a modification or appropriation.
- ☒ **DATE** is either the date prepared, or if it is for a previous fiscal year, use 6/30/___
- ☒ **TO** - Modifications to the Fiscal Officer, Appropriations to the Cascade County Board of Commissioners
- ☒ **PROGRAM NAME** - Name of program (Adult Detention, Senior Nutrition, Cancer Control, etc.)
- ☒ **CFDA** - Provide if there is one
- ☒ **CONTRACT #** - Provide if there is one
- ☒ **RESPONSIBLE DEPARTMENT** - Main department that is requesting. (Aging, Health, Sheriff etc.)
- ☒ **PREPARED BY** - Name of person who prepared request

Run Budget Performance Report for G/L account set/s you are using

- ☒ **LOOK at how much budget** you have in an account set before increasing or decreasing.
- ☒ **USE** the 'Amended Budget' line on BPR. MUST go in the 'Budgeted Amount' column of worksheet

Actions

- ☒ **FUND** - Check the correct fund is used in all lines.
- ☒ **DEPT** - Check the correct dept. is used in all lines.
- ☒ **FUNCTION** - Check the correct function is used in all lines.
- ☒ **ACCOUNT** - Check the correct accounts are used in all lines and that the accounts exist.
- ☒ **BUDGETED AMOUNT** - Use amount from BPR 'Amended Budget' line.
- ☒ **INCREASE/DECREASE** - Check that correct amounts are being increased or decreased.
- ☒ **AMENDED BUDGET** - Check that this is total of Budgeted Amount +- Increase/Decrease amount.
- ☒ **REVENUE** - Check that FULL account number exists and is correct. Revenue lines have no function code.

Explanation of Budget Changes

- ☒ Put detailed explanation of what the appropriation or modification is doing and for which dates.

Changes authorized by

- ☒ Department head signed, dated and printed name before sending to Fiscal Officer for his signature.

Attachments

- ☒ Attach Budget Performance Report to ALL appropriations & modifications.
- ☒ Attach any applicable Contracts or other backup.
- ☐ Attach checklist - This must be included but will not be recorded with document.

PREPARER'S INITIALS CF DEPT HEAD INITIALS AG

February 14, 2023

Resolution 23-08

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Budget Appropriation to increase expenditures and revenues awarded from the DPHHS Disease Intervention Specialist and Congregate Living Coordinators Task Order

ACTION REQUESTED: Approval of Resolution 23-08

PRESENTED BY: Abigail Hill, Public Health Officer

BACKGROUND:

The Cascade City County Health Department is requesting a budget modification to the Health Department 2963-469-D0100 for adjustments. (Ref: Contact 22-201, R0440625).

AMOUNT: \$112,540

RECOMMENDATION: Approval of Budget Appropriation 23-08

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 23-08, and allow the Cascade City-County Health Department to modify budgets in 2963-469-D0100.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 23-08, and allow the Cascade City-County Health Department to modify budgets in 2963-469-D0100.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET APPROPRIATION
WITHIN CASCADE COUNTY CITY-COUNTY HEALTH
DEPARTMENT DISEASE INTERVENTION SPECIALIST
AND CONGREGATE LIVING COORDINATORS SERVICES**

RESOLUTION 23-08

WHEREAS, Cascade City County Health Department performs services for Disease Intervention Specialists and Congregate Living Coordinators funded through the Federal grants passed through the State of Montana; and

WHEREAS, Contract 22-201, R0440625 was approved by the Commission on December 27, 2022 as an amendment with an effective date of July 1, 2022 through June 30, 2023 for a total of \$112,540 ; and

WHEREAS, a budget amendment is necessary to increase the revenue and expenditures by

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 14th day of February, 2023.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JOE BRIGGS, CHAIRMAN

JAMES L. LARSON, COMMISSIONER

RAE GRULKOWSKI, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR

REQUEST FOR BUDGET APPROPRIATION

Resolution
23-08

Date: 2/2/2023

To: Cascade County Board of Commissioners

Program Na PHEP DIS/CLC

CFDA # 93.323

Contract # 23-07-7-11-109-0

Responsible Department: Cascade County Health Department

Prepared by Cynthia Fike

Please approve the following budget changes:

	<u>Fund</u>		<u>Dept</u>		<u>Function</u>		<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>										
Acct #	<u>2963</u>	-	<u>469</u>	-	<u>D0100</u>	-	<u>100.110</u>	93,151	81,540	174,691
Acct #	<u>2963</u>	-	<u>469</u>	-	<u>D0100</u>	-	<u>100.140</u>	23,878	31,000	54,878
								<u>117,029</u>	<u>112,540</u>	<u>229,569</u>
<u>Revenues</u>										
Acct #	<u>2963</u>	-	<u>469</u>	-		-	<u>33.1</u>	112,540	112,540	225,080
Acct #	<u></u>	-	<u></u>	-		-	<u></u>	0	0	0
								<u>112,540</u>	<u>112,540</u>	<u>225,080</u>

Explanation of budget changes:

Increase in funds for contract 22-201 when task order was amended.

Changes authorized by:

Abigail Hill 2/6/23
Department Head Signature or Date
Elected Official Signature

Abigail Hill
Print Name

Budget Officer Date

Modification/Appropriation Checklist

- ☒ **TITLE** - Look at top of form to make sure you have the correct template for either a modification or appropriation.
- ☒ **DATE** is either the date prepared, or if it is for a previous fiscal year, use 6/30/___
- ☒ **TO** - Modifications to the Fiscal Officer, Appropriations to the Cascade County Board of Commissioners
- ☒ **PROGRAM NAME** - Name of program (Adult Detention, Senior Nutrition, Cancer Control, etc.)
- ☒ **CFDA** - Provide if there is one
- ☒ **CONTRACT #** - Provide if there is one
- ☒ **RESPONSIBLE DEPARTMENT** - Main department that is requesting. (Aging, Health, Sheriff etc.)
- ☒ **PREPARED BY** - Name of person who prepared request

Run Budget Performance Report for G/L account set/s you are using

- ☒ **LOOK at how much budget** you have in an account set before increasing or decreasing.
- ☒ **USE** the 'Amended Budget' line on BPR. MUST go in the 'Budgeted Amount' column of worksheet

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- ☒ **DEPT** - Check the correct dept. is used in all lines.
- ☒ **FUNCTION** - Check the correct function is used in all lines.
- ☒ **ACCOUNT** - Check the correct accounts are used in all lines and that the accounts exist.
- ☒ **BUDGETED AMOUNT** - Use amount from BPR 'Amended Budget' line.
- ☒ **INCREASE/DECREASE** - Check that correct amounts are being increased or decreased.
- ☒ **AMENDED BUDGET** - Check that this is total of Budgeted Amount +/- Increase/Decrease amount.
- ☒ **REVENUE** - Check that FULL account number exists and is correct. Revenue lines have no function code.

Explanation of Budget Changes

- ☒ Put detailed explanation of what the appropriation or modification is doing and for which dates.

Changes authorized by

- ☐ Department head signed, dated and printed name before sending to Fiscal Officer for his signature.

Attachments

- ☒ Attach Budget Performance Report to ALL appropriations & modifications.
- ☒ Attach any applicable Contracts or other backup.
- ☒ Attach checklist - This must be included but will not be recorded with document.

PREPARER'S INITIALS CF DEPT HEAD INITIALS _____



Budget Performance Report

Fiscal Year to Date 02/02/23

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2963 - Public Health Emergency Prepared										
REVENUE										
Department 469 - Congregate Living/Epidemiologist										
33										
33.1000	Federal Grants	112,540.00	.00	112,540.00	.00	.00	.00	112,540.00	0	.00
33 - Totals		\$112,540.00	\$0.00	\$112,540.00	\$0.00	\$0.00	\$0.00	\$112,540.00	0%	\$0.00
Department 469 - Congregate Living/Epidemiologist	Totals	\$112,540.00	\$0.00	\$112,540.00	\$0.00	\$0.00	\$0.00	\$112,540.00	0%	\$0.00
REVENUE TOTALS		\$112,540.00	\$0.00	\$112,540.00	\$0.00	\$0.00	\$0.00	\$112,540.00	0%	\$0.00
EXPENSE										
Department 469 - Congregate Living/Epidemiologist										
Function D0100 - Public Health - Federal Funds										
100										
100.110	Salaries & Wages	93,151.00	.00	93,151.00	.00	.00	64,244.25	28,906.75	69	.00
100.140	Employer Contributions	23,878.00	.00	23,878.00	.00	.00	19,317.81	4,560.19	81	.00
100.145	Employer Contributions- Grants	(2,312.00)	.00	(2,312.00)	.00	.00	.00	(2,312.00)	0	.00
100.150	Salaries & Wages, Grants	(11,956.00)	.00	(11,956.00)	.00	.00	.00	(11,956.00)	0	.00
100 - Totals		\$102,761.00	\$0.00	\$102,761.00	\$0.00	\$0.00	\$83,562.06	\$19,198.94	81%	\$0.00
200										
200.210	Office Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
200.220	Operating Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
200 - Totals		\$700.00	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0%	\$0.00
300										
300.311	Postage	50.00	.00	50.00	.00	.00	.00	50.00	0	.00
300.341	Electric	330.00	.00	330.00	.00	.00	.00	330.00	0	.00
300.342	Water & Sewer	100.00	.00	100.00	.00	.00	65.00	35.00	65	.00
300.344	Heating Fuel	60.00	.00	60.00	.00	.00	(65.00)	125.00	-108	.00
300.350	Professional Services	50.00	.00	50.00	.00	.00	.00	50.00	0	.00
300.370	Travel	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
300.374	Mileage County Vehicles	2,150.00	.00	2,150.00	.00	.00	.00	2,150.00	0	.00
300.380	Training Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
300.390	Other Purchased Services	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
300 - Totals		\$8,840.00	\$0.00	\$8,840.00	\$0.00	\$0.00	\$0.00	\$8,840.00	0%	\$0.00
Function D0100 - Public Health - Federal Funds	Totals	\$112,301.00	\$0.00	\$112,301.00	\$0.00	\$0.00	\$83,562.06	\$28,738.94	74%	\$0.00
Department 469 - Congregate Living/Epidemiologist	Totals	\$112,301.00	\$0.00	\$112,301.00	\$0.00	\$0.00	\$83,562.06	\$28,738.94	74%	\$0.00
EXPENSE TOTALS		\$112,301.00	\$0.00	\$112,301.00	\$0.00	\$0.00	\$83,562.06	\$28,738.94	74%	\$0.00
Fund 2963 - Public Health Emergency Prepared	Totals									
REVENUE TOTALS		112,540.00	.00	112,540.00	.00	.00	.00	112,540.00	0%	.00
EXPENSE TOTALS		112,301.00	.00	112,301.00	.00	.00	83,562.06	28,738.94	74%	.00
Fund 2963 - Public Health Emergency Prepared	Totals	\$239.00	\$0.00	\$239.00	\$0.00	\$0.00	(\$83,562.06)	\$83,801.06		\$0.00



Budget Performance Report

Fiscal Year to Date 02/02/23

Include Rollup Account and Rollup to Object

Grand Totals									
REVENUE TOTALS	112,540.00	.00	112,540.00	.00	.00	.00	112,540.00	0%	.00
EXPENSE TOTALS	112,301.00	.00	112,301.00	.00	.00	83,562.06	28,738.94	74%	.00
Grand Totals	\$239.00	\$0.00	\$239.00	\$0.00	\$0.00	(\$83,562.06)	\$83,801.06		\$0.00

**TASK ORDER AMENDMENT NUMBER ONE
TASK ORDER FOR**

Disease Intervention Specialists and/or Congregate Living Coordinators
TASK ORDER NUMBER 23-07-7-11-109-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Cascade County ("Contractor"), Federal ID Number 81-6001343, UEI# M7JFAMRWFJQ6 and 115 4th St S, Great Falls, MT 59401.

Effective 12/12/2022 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 2. PURPOSE, will be amended as follows:

The purpose of this Task Order is to support congregate living coordinators (CLC), disease intervention specialists (DIS), sanitarians (SAN), and epidemiologists (EPI) at the local and tribal health departments (LHD) in Montana to respond to COVID-19 and other communicable diseases. This Task Order is for the third year of Epidemiology and Laboratory Capacity for Infectious Diseases federal funding replacing Public Health Emergency Preparedness Task Order 20-07-6-11-008-0, Amendments 2 and 3, while continuing support to positions authorized and funded from 7/1/2019 through 6/30/2022.

SECTION 3. TERM OF TASK ORDER, will be amended as follows:

- A. The term of this Task Order for the purpose of delivery of services is from 7/1/2022 through 12/31/2022 6/30/2023.
- B. Remains the same.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK, will be amended as follows:

- A. The Contractor agrees to provide the following services:
 - 1. and 2. Remains the same.
 - 3. Scope of work for CLC:
 - i. Hire an individual dedicated as the CLC (~~payroll stubs will be requested to meet this deliverable~~ allowable costs include salary and benefits only).
 - ii. CLC will assist the local health jurisdiction to conduct case and contact investigations and analyze communicable disease data at the local level. This activity must be documented in quarterly invoices and payroll/expense reporting reports provided to the Department.
 - iii. Remains the same.
 - iv. If/when this position is vacated, prior authorization from the Department will be required prior to rehiring.
 - 4. Scope of work for DIS/SAN/EPI:

- i. Hire a disease intervention specialist (DIS), sanitarian (SAN), or epidemiologist (EPI) position (~~payroll stubs will be requested to meet this deliverable~~ allowable costs include salary and benefits only, travel will be reimbursed for sanitarians only).
- ii. DIS, SAN, or EPI will assist the local health jurisdiction to conduct case and contact investigations and analyze communicable disease data at the local level. This activity must be documented in quarterly invoices and payroll/expense reporting reports provided to the Department.
- iii. Remains the same.
- iv. If/when this position is vacated, prior authorization from DPHHS will be required prior to rehiring.

B. Remains the same.

SECTION 5. CONSIDERATIONS, PAYMENTS, AND PROGRESS PAYMENTS, will be amended as follows:

- A. In consideration of the services provided through this Task Order, and payments associated with the previous Public Health and Preparedness task order 20-07-6-11-008-0, the Department is requiring documentation provided by the County for actual expenses incurred during the period of July 1, 2020 through June 30, 2022, which will draw down the balance of previous payments made against task order 20-07-6-11-008-0:

<u>Program</u>	<u>Fiscal Year Ending 2021</u>	<u>Fiscal Year Ending 2022</u>	<u>Total to County</u>
<u>DIS</u>	<u>\$68,858.88</u>	<u>\$68,858.88</u>	<u>\$137,717.76</u>
<u>CLC</u>	<u>\$0</u>	<u>\$99,951</u>	<u>\$99,951</u>

Upon actual expenses, provided by the County, meeting the balance of previous payments listed above the Department will pay reimburse the Contractor up to a total of \$112,540 \$225,080 for 2 4 quarters as follows:

<u>Quarter end date</u>	<u>Salary verification and summary of work due date</u>	<u>Invoice due date</u>	<u>Payment due date</u>	<u>Expected Maximum quarterly payment reimbursement</u>
<u>9/30/2022</u>	<u>10/30/2022</u>	<u>10/30/2022</u>	<u>11/30/2022</u>	<u>\$56,270</u>
<u>12/31/2022</u>	<u>1/31/2023</u>	<u>1/31/2023</u>	<u>2/2/2023</u>	<u>\$56,270</u>
<u>3/31/2023</u>	<u>4/30/2023</u>	<u>4/30/2023</u>	<u>5/31/2023</u>	<u>\$56,270</u>
<u>6/30/2023</u>	<u>7/31/2023</u>	<u>7/31/2023</u>	<u>8/31/2023</u>	<u>\$56,270</u>

Previous funding for this program was paid through a Task Order issued by the Public Health Emergency Preparedness, Task Order 20-07-6-11-008-0. This Task Order supersedes Epidemiology and Laboratory Capacity for Infectious Diseases federal funding conditions and terms found in PHEP Task Order 20-07-6-11-008-0.

B. though C. Remains the same

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS, will be amended as follows:

The sources of the funding for this Task Order are ~~\$112,540~~ \$225,080 from ELC Enhanced Detection, Response, Surveillance, and Prevention of COVID-19 (May 18, 2020 through July 31, 2024) and/or ELC Enhancing Detection Expansion (January 13, 2021 through July 31, 2024), C.F.D.A. 93.323, Award No NU50CK000500, Supported through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021.

SECTION 8. CFR 200 REQUIREMENTS, will be amended as follows:

The following information may be required pursuant to 2 CFR 200: as outlined in Attachment B. - Revised 12/12/2022

SECTION 10. LIASON AND SERVICE OF NOTICES, will be amended as follows:

- A. ~~Magdalena Scott~~ Laura Williamson, or their successor, will be the liaison for the Department. Contact information is as follows:

~~Magdalena Scott~~ Laura Williamson
DPHHS PHSD Communicable Disease Epidemiology Section Epidemiology and Scientific Support Bureau
PO Box 202951
Helena, MT 59620
Phone Number (406) 444-0273 0064
Email: ~~Magdalena.scott@mt.gov~~ lwilliamson@mt.gov

Abigail M. Hill, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Abigail M. Hill
Cascade County
115 4th St S
Great Falls, MT 59401
Phone Number (406) 791-2961
ahill@cadecadecountymt.gov

SECTION 15. SCOPE OF TASK ORDER, will be amended as follows:

This Task Order consists of 6 numbered pages, Amendment One, and the following Attachments:

- Attachment A: Qualtrics salary verification and work documentation template and link
Attachment B: CFR 200 Requirements - Revised 12/12/2022

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

CONTRACT

22-201

AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order Amendment, Task Order, and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: Todd Harwell
Todd Harwell, Administrator
Public Health and Safety Division

Date: 1-1-23

CONTRACTOR, CASCADE COUNTY

BY: [Signature]
Cascade County Commissioner

Date: 12-27-2022

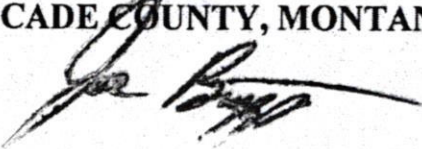
ATTACHMENT B To Task Order No. 23-07-7-11-109-0
2 CFR 200 Requirements

COMPLIANCE WITH LAWS/WARRANTIES: The following information may be required pursuant to
 2 CFR 200. – Revised 12/12/2022

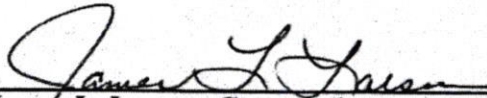
1) Sub recipient name	Cascade County	Cascade County
2) Sub recipient UEI Number	M7JFAMRWFJQ6	M7JFAMRWFJQ6
3) FAIN number	NU50CK000500	NU50CK000500
4) Federal award date	1/13/2021	5/18/2020
5) Federal award budget period start & end date	7/1/2022 – 12/31/2022 <u>6/30/2023</u>	7/1/2022 – 12/31/2022 <u>6/30/2023</u>
6) Total amount of funds obligated with this action	\$66,634	\$45,906
7) Amount of federal funds obligated to sub recipient	\$66,634 <u>\$133,268</u>	\$45,906 <u>\$91,812</u>
8) Total amount of the federal award	\$66,634 <u>\$133,268</u>	\$45,906 <u>\$91,812</u>
9) Project description	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC) Application	2019 Montana Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases (ELC) Application
10) Awarding agency/pass-through entity	DPHHS/PHSD Magdalena Scott Laura <u>Williamson</u> <u>magdalena.scott@mt.gov</u> <u>lwilliamson@mt.gov</u> <u>406-444-3049 0064</u>	DPHHS/PHSD Magdalena Scott Laura <u>Williamson</u> <u>magdalena.scott@mt.gov</u> <u>lwilliamson@mt.gov</u> <u>406-444-3049 0064</u>
11) Assistance Listing Number (formerly CFDA #)	93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323 / Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
12) Research & Development: Yes/No	No	No
(13) Indirect cost rate	Not Applicable	Not Applicable

Contract 22-201
Task Order 23-07-7-11-109-0
Disease Intervention Specialists
Concrete Living Coordinators
Amendment #1

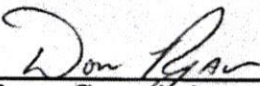
**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner

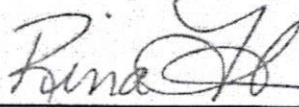


Don Ryan, Commissioner

Passed and adopted at Commission Meeting held on this 27th day of December 2022.

Attest

On this 27th day of December 2022, I hereby attest the above-written signatures of Joe Briggs, James L. Larson, and Don Ryan, Cascade County Commissioners.

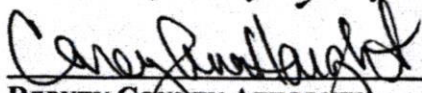


RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER



by deputy M. Johnson

* APPROVED AS TO FORM:
Josh Racki, County Attorney



DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

February 14, 2023

Agenda #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Award for Professional Services Agreement
(NW Overlay & Maintenance)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-09

BACKGROUND:

Cascade County Public Works Department is looking for engineering services relating to the design, bidding and maintenance repairs for road improvements, and the contracting of the documents for the bidding process, to approximately 2.3 miles of roads, located on the Northwest side of Great Falls. Cascade County Public Works, reached out to multiple local engineering firms, that have been prequalified for these services. Bids were received from Big Sky Civil, of Great Falls, for \$17,286.00 and TD&H, also of Great Falls, for \$19,800.00. The amount of this contract did not require public sealed bids, for RFQ's, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award the contract to Big Sky Civil Engineering of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-09, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for overlay and maintenance of 27th St NW, 31st St NW, 34th St NW, and Wilkinson Lane, for a total cost of \$17,286.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-09".

CC

CC

CC

Professional Services Agreement

Date: January 20, 2023

Client: Cascade County Board of Commissioners

Address: 325 2nd Ave. North
Great Falls, MT 59401

Project: NW Great Falls Roads Overlays

CLIENT hereby requests and authorizes **ENGINEER (Big Sky Civil & Environmental, Inc.)** to perform the following services:

Scope: Develop contract documents for bidding of a maintenance overlay project for Wilkinson Lane, 34th St NW, 31st St NW, and 27th St. NW (approximately 2.3 miles total). The overlay project will consist of a 0.20' overlay depth preserving width as much as possible. The overlay will included milled end connections, as applicable and plant mix strips along pullouts/approaches. Analysis of drainage and other items beyond the existing paved surfaces is not included in this scope of work.

Compensation: Design & Construction Phase Services: **\$17,286.00**

CLIENT shall be responsible for:

- Obtaining and making available for review and/or use all information necessary for the above scope of work.
- Attend field review meetings, as necessary.
- Complete and prompt reviews of design drawings, reports, specifications, and bid documents, as necessary.
- Prompt payment of all progress invoices.

If technical or professional services are furnished by an outside source, an additional 10% shall be added to the cost of the services for ENGINEER'S administrative costs.

Miscellaneous:

Services covered by this authorization shall be performed in accordance with **PROVISIONS** attached to this form.

Approved for **CLIENT**

Accepted for **Big Sky Civil & Environmental, Inc.**

By: _____

By:  _____

Title: _____

Title: _____ Principal

Late Payment: Payments are due within 30 days of invoice date. Penalties on late payments shall be assessed at a rate of 18% (1-1/2%/month). This includes interest plus direct costs for rebilling, postage, etc



PROVISIONS

1. AUTHORIZATION TO PROCEED: Signing this form shall be construed as authorization by CLIENT for ENGINEER to proceed with the work, unless otherwise provided for in the AGREEMENT. This agreement may be signed in counterparts, and all so executed counterparts shall constitute agreement which shall be binding on all parties hereto, notwithstanding that all of the parties may not have each signed the same signature page.

2. BILLING RATES: ENGINEER billing rates shall be the amount of salaries paid ENGINEER'S employees for work performed on CLIENT'S project, plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES: ENGINEER'S direct expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not necessarily limited to transportation costs (including mileage at ENGINEER'S current rate when automobiles are used), meals and lodging, laboratory tests and analyses, computer services, typing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by ENGINEER.

4. OUTSIDE SERVICES: When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for ENGINEER'S administrative costs, as provided on the reverse side of this agreement.

5. COST ESTIMATES: Any cost estimates provided by ENGINEER will be on a basis of experience and judgement, but since it has no control over market conditions or bidding procedures ENGINEER cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS: ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, reports and other work and materials furnished under this AGREEMENT.

7. INSURANCE: ENGINEER is solely responsible for obtaining and maintaining for the duration of the AGREEMENT the following insurance coverage(s) and (limits):

Professional Liability (\$1,000,000 Each Claim), Worker's Compensation (Statutory), Automobile Liability (\$1,000,000 C.S.L.), and Commercial General Liability (\$1,000,000 Each Occurrence/\$1,000,000 Personal Injury/Advertising Injury/\$2,000,000 Products/Complete Operations Aggregate/\$2,000,000 General Aggregate) with Cascade County added as an additional insured on the Commercial General Liability coverage.

8. TERMINATION: Either CLIENT or ENGINEER may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay ENGINEER in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

9. ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or ENGINEER may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this AGREEMENT may include, by consolidation, joinder, or in any other manner, any additional party not a party to this AGREEMENT.

10. LEGAL EXPENSES: In the event legal action is brought by CLIENT or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall bear their own attorney fees, costs, and expenses.

11. PAYMENT TO ENGINEER: Monthly invoices will be issued by ENGINEER for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Penalty at the rate of 1-1/2% per month will be charged on all past-due amounts. The 1-1/2% per month penalty covers the allowable interest charge, plus direct costs incurred by ENGINEER.

12. LIMITATION OF LIABILITY: ENGINEER liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

If any one or more of the provisions contained in this Agreement shall be held legally unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

CC

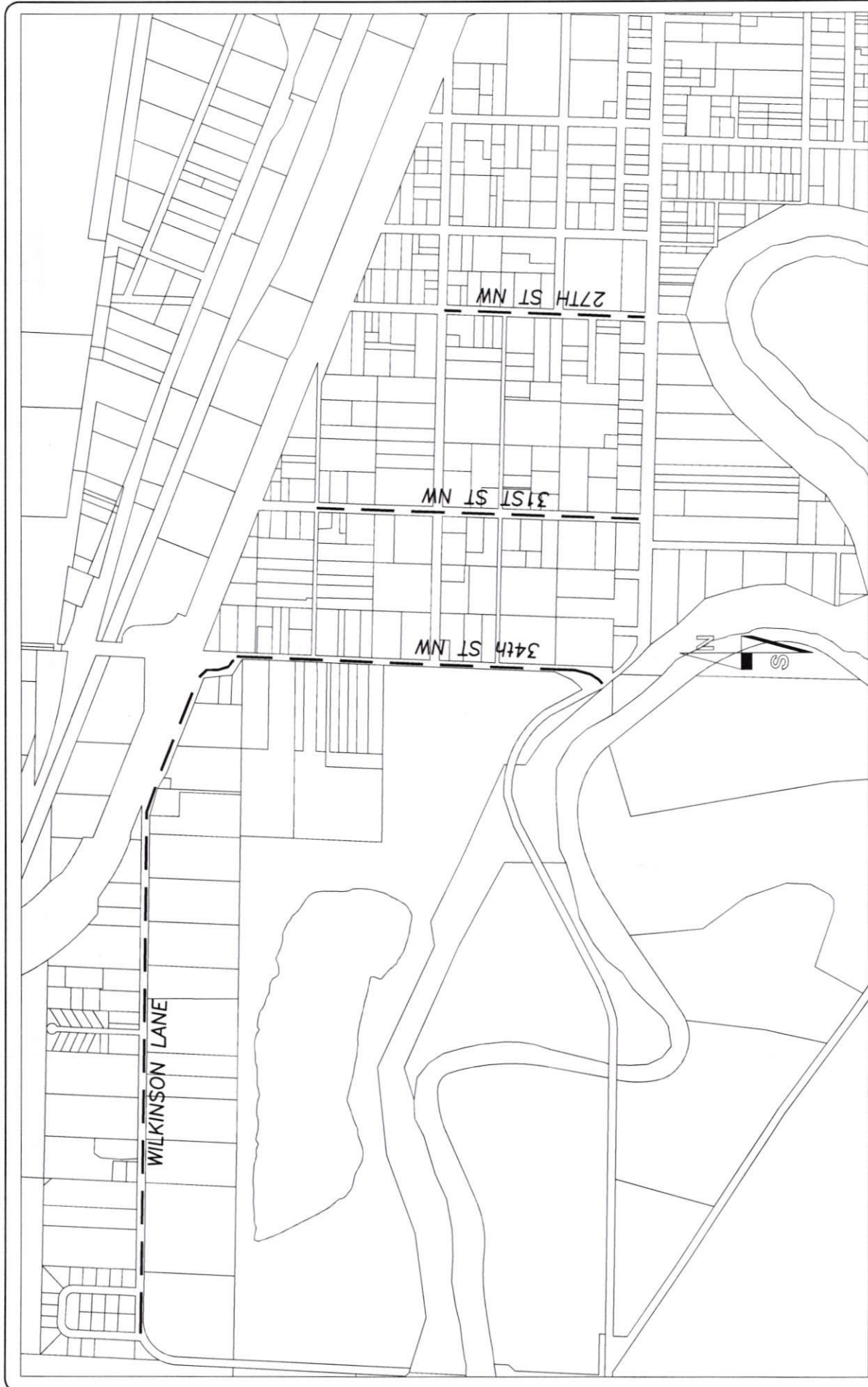
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Preventative Maintenance Design & Construction Services
Cascade County - NW Great Falls Area Roads (Wilkinson Ln., 34th, 31st, and 27th st NW)
1/11/2023

ESTIMATED MANHOURS - COSTS AND REIMBURSABLES

ENGINEERING & SURVEY TASK	Project Manager	Project Engineer	Survey Crew(2-man)	Survey Crew(1-man)	Survey Technician	CADD Technician	Materials Technician	Clerical	Totals
Rate	\$125.00	\$90.00	\$225.00	\$150.00	\$85.00	\$87.00	\$70.00	\$40.00	
Preliminary Coordination, Research & Field Review									
Initial Coordination	4								\$ 500.00
Preliminary Planning/Scoping Meeting	2								\$ 250.00
									\$ -
Survey & Mapping									
Load Equipment/Travel					1				\$ 85.00
Data Collection (CL/Edges/Apprchs)				5	1				\$ 835.00
Travel/Unload/Transfer Data					1				\$ 85.00
Mapping					1	6			\$ 607.00
Field Review(Digouts/Leveling/Treatmnt)	4								\$ 500.00
Develop Contract Documents									
Horizontal Alignment	2					6			\$ 772.00
Typical Section(s)	1					6			\$ 647.00
Sheet Layout						12			\$ 1,044.00
Special Features Details (Conn./Digout)	4	1				6			\$ 1,112.00
Quantity Computations	6	2				6			\$ 1,452.00
Preliminary Plans	1					24			\$ 2,213.00
Preliminary Contract Documents	4	1							\$ 590.00
Plans Review	2	1				4			\$ 688.00
Final Plans/Specifications	1	2				8			\$ 1,001.00
Engineers Estimate	2								\$ 250.00
Construction Services									
Bidding/Addenda	1	2							\$ 305.00
Contractor Q & A	1								\$ 125.00
Bid Opening/Award	2								\$ 250.00
Submittal Review	2								\$ 250.00
Contract Administration	2	1							\$ 340.00
Part Time/Spot - Construction Inspection	14						6		\$ 2,170.00
Miscellaneous Meetings/Coordination	4	1							\$ 590.00
Final Review	2								\$ 250.00
Close-out	2								\$ 250.00
									\$ -
Total Hours	63.0	11.0	0.0	5.0	4.0	78.0	6.0	0.0	
SUBTOTAL HOURLY	\$7,875.00	\$990.00	\$0.00	\$750.00	\$340.00	\$6,786.00	\$420.00	\$0.00	\$17,161.00
Lab Tests - To be determined									
LAB TEST SUBTOTAL(+10%)									\$0.00
MISCELLANEOUS COSTS (out of pocket estimated)									
Mileage(5 mi. one way)									\$100.00
Materials(Prints,Paint, Lath)									\$25.00
ATV									\$0.00
Total Miscellaneous									\$125.00
TOTAL ESTIMATE									\$17,286.00



SCALE IS APPROXIMATE

PROJECT:

TITLE:



ENGINEERS - PLANNERS - DESIGNERS -
LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS
1324 13th Ave. SW
P.O. BOX 3625
GREAT FALLS, MT 59403
(406) 772-8500
(406) 772-8505 FAX
www.bigskye.com

CC

CC

CC

Engineer's Opinion of Probable Cost

Project Number: P & S	Prepared By: BSCE
Project Name: Northwest Streets (34th, 31st, 27th, & Wilkinson)	Date: January 5, 2023
UPN Number:	County: Cascade
Project Length: 2.3 Miles	District: N/A
Design Stage:	Type of Work: PM

Item Number	Quantity	Description	Unit	Est. Unit Price Dollars	Amount Dollars	Bid Unit Price Dollars	Total Amount Dollars
	1.5	Sweep & Broom	Mile	\$ 1,500.00	\$ 2,250.00		
	4.6	Shoulder Preparation	Mile	\$ 1,250.00	\$ 5,750.00		
	785	Cold Milling	SY	\$ 27.50	\$ 21,587.50		
	4147	Plant Mix 58-28 Commercial	TON	\$ 67.00	\$ 277,849.00		
	126	Pavement Markings	Gal	\$ 78.00	\$ 9,828.00		
	2985	Emulsified Asphalt Tack	Gal	\$ 3.50	\$ 10,447.50		
	20025	Seal & Cover	SY	\$ 2.05	\$ 41,051.25		
	200	Shoulder Gravel	TON	\$ 80.00	\$ 16,000.00		
	300	Digout	SY	\$ 65.00	\$ 19,500.00		
	150	Leveling Course	TON	\$ 245.00	\$ 36,750.00		
	5000	Miscellaneous Items	EACH	\$ 1.00	\$ 5,000.00		
	0	Survey Monument Box	EACH	\$ 450.00	\$ -		
				<i>Subtotal</i>	\$ 446,013.25		
				Contingency (5%)	\$ 22,300.66		
				Mobilization (@10%)	\$ 44,601.33		
				Traffic Control (@5%)	\$ 22,300.66		
				TOTAL	\$ 535,215.90		

CC

CC

CC

January 17, 2023

Les Payne
Cascade County
279 Vaughn S Frontage Rd
Great Falls, MT, 59404

**RE: CENTRAL AVE. WEST AREA PAVEMENT PRESERVATION
CIVIL ENGINEERING SERVICES PROPOSAL**

Dear Les,

Thank you for the opportunity to present this scope and fee for civil engineering services associated with the Central Avenue West Area Pavement Preservation project. We understand the County intends to overlay the existing pavement on four roadway segments west and north of Central Ave. W. These four segments are shown on *Exhibit B* attached, and include Wilkinson LN, 34th St. NW, 31st St. NW, and 27th St. NW. Due to the nature of the work requested, neither Survey nor Geotechnical Engineering services are included in the scope of services. Should the County feel that either of these services may be warranted, we would be happy to provide a scope and fee for such services.

Our Scope of Services for this project is detailed in *Exhibit A* attached. The lump sum fees associated with the aforementioned Scope of Services is **\$19,800.00**

We appreciate your confidence in our firm and look forward to working with you on this project. If you agree to the scope of services and fees as presented, please let me know and I will send over an agreement for signature. If you have any questions related to our scope of services or fees, do not hesitate to give me a call at (406) 761-3010 or email me at doug.wilmot@tdhengineering.com.

Sincerely,

Doug Wilmot

Doug Wilmot, PE
Project Manager – Senior Transportation Engineer
TD&H ENGINEERING

**ATTACHMENT: EXHIBIT A – SCOPE OF SERVICES
EXHIBIT B – PROJECT LIMITS**

Reviewed by: Brady Lassila, PE - Transportation Department Manager

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22

22

February 14, 2023

Agenda #2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Sullair-185 Air Compressor Purchase Contract

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 23-10

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

The Cascade County Public Works Department reached out to local equipment dealers in Great Falls asking for estimates on a 2022 or newer portable air compressor, to replace the previous one that was stolen back in 2022. Cascade County Public Works. Public Works received estimates from Tractor and Equipment, RDO Equipment, and Northwest Pump & Equipment all dealers located in Great Falls, MT. Tractor and Equipment offered a 2022 Sullair-185 with a total purchase price of \$22,750.00, this unit is available immediately, RDO offered a 2022 Sullair-185 with a total purchase price of \$26,164.00, with availability TBD, and Northwest Pump & Equipment CO. offered a 2023 KAS-188-KD8, with a total purchase price of \$32,399.00 with availability of 31 weeks. All vendors met the desired specifications. The amount of the contract did not require public sealed bids per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, after reviewing proposals for a 2022 or newer portable air compressor, staff recommends awarding Contract xx-xx to Tractor and Equipment Company of Great Falls, for the purchase of one (1) 2022 Sullair-185 Portable Air Compressor, for a total cost to Cascade County of \$22,750.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

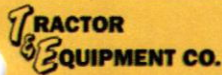
MOTION TO APPROVE:

“Mr. Chair, I move the Cascade County Commission **APPROVE** Contract 23-10, from Tractor and Equipment Company for one (1) Sullair-185 Portable Air Compressor for a total delivered purchase price of \$22,750.00 and instruct staff to complete the purchasing process.”

MOTION TO DISAPPROVE:

“Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract 23-10.”





Purchaser's Order

DATE

Jan 24, 2023

Quote No.

274668

PURCHASER STREET ADDRESS CITY/STATE POSTAL CODE CUSTOMER CONTACT: INDUSTRY CODE:		CASCADE COUNTY PUBLIC WORKS 279 VAUGHN SOUTH FRONTAGE RD GREAT FALLS, MT 59404-6247 EQUIPMENT PRODUCT SUPPORT LES PAYNE LES PAYNE COUNTY GOVERNMENT (GV92)		COUNTY CASCADE PHONE NO. 406 454 6913 PRINCIPAL WORK CODE BUILDING, COMMERCIAL & PUBLIC (250)		F.O.B. AT: R/S - Great Falls	
CUSTOMER NUMBER 9100384		Sales Tax Exemption # (if applicable) N/A		CUSTOMER PO NUMBER			
PAYMENT TERMS:		(All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>		FINANCIAL SERVICES <input type="checkbox"/>		CSC <input type="checkbox"/> LEASE <input type="checkbox"/> LKE Assignment <input type="checkbox"/>	
CASH WITH ORDER \$0.00		BALANCE TO FINANCE		INTEREST RATE			
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS		OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED							
MAKE: SULLAIR AIR COMPRESSOR		MODEL: 185 CFM		YEAR: 2022			
STOCK NUMBER: 22V0223		SERIAL NUMBER: US0122110504		SMU: 0			
SULLAIR 185CFM PORTABLE COMP, 2 5/16" BALL HITCH, CAT		ELECTRIC BRAKES					
185CFM @100PSI		REFELCTOR PACKAGE					
CAT IT4 C2.2 DIESEL ENGINE		COLD CLIMATE PACKAGE					
2130# 130.8"L X 59.2"W X 53.8"H		ENGINE BLOCK HEATER					
ST175/80D 13 TIRES		DRY SIDE RELIEF VALVE					
ROTARY SCREW COMPRESSOR		HD BATTERY					
CLAM SHELL CANOPY		TORTION TYPE SUSPENSION					
2 5/16" BALL HITCH		TOOL BOX 16"D X 8" W X 28"L					
GLOW PLUG STARTING AID		7 POLE RV PLUG					
IDLE WARM-UP VALVE							
GALVANNEAL SHEET METAL							
POWDER COAT FINISH							
L/WATER SEPARATOR							
R BUMPER							
ESSED TAIL LIGHTS							
TRADE-IN EQUIPMENT				SELL PRICE		\$22,750.00	
MODEL: YEAR: SN:				NET BALANCE DUE		\$22,750.00	
PAYOUT TO: AMOUNT: PAID BY:				BALANCE		\$22,750.00	
MODEL: YEAR: SN:							
PAYOUT TO: AMOUNT: PAID BY:							
MODEL: YEAR: SN:							
PAYOUT TO: AMOUNT: PAID BY:							
MODEL: YEAR: SN:							
PAYOUT TO: AMOUNT: PAID BY:							
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.							
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.							
<input checked="" type="checkbox"/> Allied WARRANTY				INITIAL		<input type="checkbox"/> USED EQUIPMENT WARRANTY	
The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Warranty applicable including expiration date where necessary:						All used equipment is sold as is where is and no warranty is offered or implied except as specified here:	
						Warranty applicable:	
CSA:							
NOTES:							

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY

Person, Cody

REPRESENTATIVE

APPROVED AND ACCEPTED ON
CASCADE COUNTY PUBLIC WORKS

PURCHASER

BY

PURCHASER

PRINT NAME AND TITLE

SIGNATURE





Retail Purchase Order

RDO Equipment Co.
4900 Tri Hill Road
Great Falls MT, 59404
Phone: (406) 452-8521 - Fax: (406) 454-1814

Bill To:
CASCADE COUNTY PUBLIC
WORKS DEPARTMENT
279 VAUGHN SOUTH FRONTAGE RD
GREAT FALLS, MT, 594046247
(406) 454-6913

Purchase Order Date: 1/10/2023
Purchase Order #: 1620743
Purchaser Account #: 6700037

Customer Purchaser Type: Governmental - County
Customer Market Use: Road Building - Bridge Const.
Location of First Working Use: GREAT FALLS, MT, 594046247
Sales Professional: Clemon Jones
Phone: (406) 452-8521
Fax: (406) 454-1814
Email: cjones@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2023 SULLAIR 185	\$24,026.00
1	TBD TBD	0	New 2023 SULLAIR attachments	\$2,138.00

Equipment Subtotal: \$26,164.00

Purchase Order Totals

Balance: \$26,164.00
Total Taxable Amount: \$0.00
MT STATE TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$26,164.00
Cash with Order: \$0.00
Balance Due: \$26,164.00

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

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NORTHWEST PUMP & EQUIPMENT CO.

Quotation Number: CRM-001-53499562

Expiration Date: January 31, 2023

Project Name: Portable Compressor

Presented To: Cascade County Public Works

Attention: Jennifer Snell

Address: 415 3rd St NW
Great Falls, MT 59404

Phone: (406) 454-6920

Presented By: Ben Bushnell

Sales Rep

Address: 1207 S. 32nd Street W. Suite B,
Billings, MT 59102

Phone: (406) 839-9322

Email: ben.bushnell@nwpump.com

Northwest Pump & Equipment Co. is pleased to offer the following quotation:

#	Product	Description	Quantity	Sales Price	Total Price
1	XAS 188 KD8 Cold Weather	189 CFM @ 100 PSI, Pressure Range 58 PSI - 125 PSI <ul style="list-style-type: none">• Kubota D1803 Turbo 49hp Tier 4 Final diesel engine, DOC only (no DEF)• Thermostatic bypass valve on compressor oil system• PAROIL M Xtreme as standard (1000hrs/2yrs service interval)• New XC1004 controller; operational monitoring, diagnostics and safety warning/shutdowns such as high engine temp and low fuel• DOT towing package; road lights (4 way flat plug), adjustable 3" pintle towing hitch, 15" wheels and torsion axle, VIN, adjustable jack stand, No brakes• Internal Toolbox - Fits 90 lb hammer• External lifting eye• 110% fluid containment• Spin on separator filter• Cold Weather includes:<ul style="list-style-type: none">• PAROIL S (synthetic compressor oil) - 1500hrs/2yrs service interval• Engine block heater• CCV heater• Thermostatic bypass valve on compressor oil system	1	\$28,769.00	\$28,769.00
2	Option: External Hose Reel	100' Single live hose reel (no air hose) w/ extended drawbar	1	\$2,641.00	\$2,641.00
3	Option: Electric Brakes	Add electric brakes to wheels	1	\$989.00	\$989.00

Ships FOB Factory: Estimated \$1,800

Estimated 31 week lead time

Total Amount

\$32,399.00

Pricing valid through January 31st, 2023. Manufacturer price increase of 5% for order placed after that date

February 14, 2023

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Award for Professional Services for the new Evidence/Cold Storage Building located at the CCSO.**

INITIATED AND PRESENTED BY: **Les Payne, Public Works Director**

ACTION REQUESTED: **Approval of Contract 23-11**

BACKGROUND:

In 2022 cascade county commissioners awarded the CCSO, with \$1.5K in ARPA funds, to use towards a new outbuilding, that would be used for evidence and cold storage, this metal building would be designed to sit in the Southwest corner of the existing property, located at 3800 Ulm N Frontage Rd. Cascade County Public Works Department then requested submittals for a Statement of Qualifications for architectural/engineering services relating to the design and build of this new facility. The Request for Qualifications (RFQ) was published in the Great Falls Tribune, September 28, October 2, and October 9, 2022, and was also posted on the Cascade County website. SOQ's were due by October 13, 2022, by 2:00 PM. Public Works only received SOQ's from Nelson Architects of Great Falls, MT. Staff reviewed and scored the submittals based on the criteria set forth in the RFQ. Public Works staff recommends awarding the contract to the architectural firm with the highest score, and the only applicant, Nelson Architect, of Great Falls, MT.

RECOMMENDATION:

Cascade County Public Works Department, recommends that the Board of County Commissioners award the contract to Nelson Architects of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chair, I move that the Commission approve Contract 23-11, bid proposal from Nelson Architects for professional services relating to the design and build of the new Storage Building, that will be located at CCSO, for a total cost to Cascade County of \$128,500.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chair, I move that the Commission disapprove Contract 23-11".

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AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifth day of January in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Cascade County Public Works 279 Vaughn S Frontage Rd
Great Falls MT 59404
Telephone Number: 406-454-6920

and the Architect:

(Name, legal status, address and other information)

Nelson Architects, Limited Liability Company
621 2nd Ave North
Great Falls, MT 59401
Telephone Number: 406-727-3286

for the following Project:

(Name, location and detailed description) Including but not limited to designing specifications, preparing bid documents and conducting the bid, and performing construction oversight for the
CCSO Evidence & Cold Storage Building
50 x 80 New Build Metal Building
See attachment Exhibit A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical, Electrical, Structural, Geotech, and any required special inspections

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract in whole or in part without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$127,000 and \$,1500 for reimbursables.

The Owner shall pay the Architect an initial payment of NA (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus NA percent (%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond () months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The construction time for this project is assumed to be 9 months, and there are 18 site visits included in this contract. There will be monthly on-site construction meetings, set up by the GC, that the Architect's representative will attend. Consultants will be included in these meetings as needed and will not be expected to be at all meetings. Any Owner driven change orders will be assessed a design fee of 15%.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

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Additions and Deletions Report for AIA® Document B105™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:04:58 ET on 01/24/2023.

PAGE 1

AGREEMENT made as of the Fifth day of January in the year 2023

...

Cascade County Public Works 279 Vaughn S Frontage Rd
Great Falls MT 59404
Telephone Number: 406-454-6920

...

Nelson Architects, Limited Liability Company
621 2nd Ave North
Great Falls, MT 59401
Telephone Number: 406-727-3286

...

(Name, location and detailed description) Including but not limited to designing specifications, preparing bid documents and conducting the bid, and performing construction oversight for the
CCSO Evidence & Cold Storage Building
50 x 80 New Build Metal Building
See attachment Exhibit A

PAGE 2

Mechanical, Electrical, Structural, Geotech, and any required special inspections

...

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, information or has permission from the copyright owner to transmit the information for its use on the Project.

PAGE 3

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner

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CC

CC

and Contractor. Neither party to this Agreement shall assign the contract ~~as a whole in whole or in part~~ without written consent of the other.

...

\$127,000 and \$1,500 for reimbursables.

The Owner shall pay the Architect an initial payment of NA (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus NA percent (%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid (~~thirty~~ 30) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

...

The construction time for this project is assumed to be 9 months, and there are 18 site visits included in this contract. There will be monthly on-site construction meetings, set up by the GC, that the Architect's representative will attend. Consultants will be included in these meetings as needed and will not be expected to be at all meetings. Any Owner driven change orders will be assessed a design fee of 15%.

CC

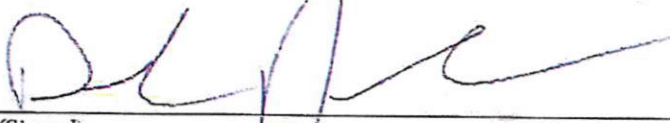
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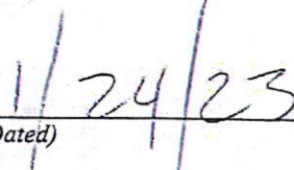
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Dale Nelson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:04:58 ET on 01/24/2023 under Order No. 2114287394 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



Total Project Budget Work Sheet

Cascade County Jail Storage

Funding Sources

Date: December 6, 2022

Funding				\$1,500,000.00
				\$0.00
				\$0.00
				\$0.00
Total Funding				\$1,500,000.00

		Estimated Cost	Actual Cost
Administration Costs			
Legal Fees		\$0.00	\$0.00
Advertising		\$0.00	\$0.00
Owner's Insurance		\$0.00	\$0.00
Owner's Project Manager		\$0.00	\$0.00
Other Administration Costs		\$0.00	\$0.00
Total		\$0.00	\$0.00

Coordination Responsibility		
Owner	A&E	Contractor
X		
X		
X		
X		
X		

Site Acquisition Costs			
Land /Building Purchase		\$0.00	\$0.00
Appraisal Fee		\$0.00	\$0.00
Recording Fee		\$0.00	\$0.00
Use Permits / Annexation		\$0.00	\$0.00
Other Site Costs		\$0.00	\$0.00
Total		\$0.00	\$0.00

X		
X		
X		
X		
X		

Architectural & Engineering Fee			
Basic Design Services		\$117,000.00	\$0.00
Additional Services		\$0.00	\$0.00
Interior Design		\$0.00	\$0.00
Geotechnical Analysis		\$8,000.00	\$0.00
Fire Sprinkler Design		\$0.00	\$0.00
Irrigation Design		\$0.00	\$0.00
LEED Design		\$0.00	\$0.00
Special Inspections		\$2,000.00	\$0.00
Reimbursable Expenses		\$1,500.00	\$0.00
Total		\$128,500.00	\$0.00

	X	
	X	
X	X	
		X
X		
X		
	X	

Construction Costs			
Hazardous Materials Abatement		\$0.00	\$0.00
Total Construction Cost		\$1,235,000.00	\$0.00
Construction Work by Owner		\$0.00	\$0.00
Data/Comm System		\$5,000.00	\$0.00
Security		\$4,000.00	\$0.00
-		\$0.00	\$0.00
-		\$0.00	\$0.00
-		\$0.00	\$0.00
-		\$0.00	\$0.00
-		\$0.00	\$0.00
-		\$0.00	\$0.00
Exterior Signage		\$0.00	\$0.00
Contingency		\$120,000.00	\$0.00
Construction Testing		\$5,000.00	\$0.00
Construction Change Orders		\$0.00	\$0.00
Total		\$1,369,000.00	\$0.00

X		X
X	X	X
X		
X		
X		
X		
X		
X		
X		
X		
X	X	
X	X	
X		X
X	X	X



Furnishings, Fixtures & Equipment (FF&E) Costs

Furniture Costs	\$0.00	\$0.00
Other Furnishings Costs	\$0.00	\$0.00
Equipment Costs	\$0.00	\$0.00
Other FF&E Related Costs	\$0.00	\$0.00
Total	\$0.00	\$0.00
Total Expenses	\$1,497,500.00	\$0.00

X		
X		
X		
X		

Within Budget or Over Budget?**\$2,500.00****\$1,500,000.00**



New Evidence Building

MBI Insulated Metal Shop style building (80'x50') on a monolithic slab, with 18' walls:

- A: (2) 14'x16' overhead door
- B: (5) Floor drains
- C: Stairs to loft/mechanical room
- D: (2) 12'x12' overhead doors

Processing Room, Interior room in structure 20' X 22':

- E: 22' of cabinets with cupboards below and stainless steel top
- F: 19' of Stainless steel counter top, with back splash
- G: One adjoining 36" stainless steel two compartment restaurant style utility sink
- H: Stainless steel 5' X 9' processing table
 - Large Role paper dispenser

Long Term Storage, Interior room in structure which is in an L shape 40' x 50' x 26':

- I: (1) 8'x10' roll up style overhead door.
- J: (6) Shelf Pallet Rack (10'x3.5'x12')
- K: (6) Shelf Pallet Rack (8'x3.5'x12')

Lighting:

- LED lighting

Plumbing:

- Installation of water and gas line(s)
- Water lines for sink in the processing room
- Water line for spigot in the shop area
- On Demand/Water heater

Heating & Cooling:

- Climate control needed to maintain heat/cold for processing room and long term storage
- Basic shop style ceiling mount heater for shop portion of the building

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Security:

- Video surveillance interior/exterior
- Key pad/alarm/lock for entry man door for entry to the building
- Key pad/alarm/lock for entry man door to long term storage portion of building

Computer & Telephone:

- Cat 6 cable and telephone line run to processing room

Materials:

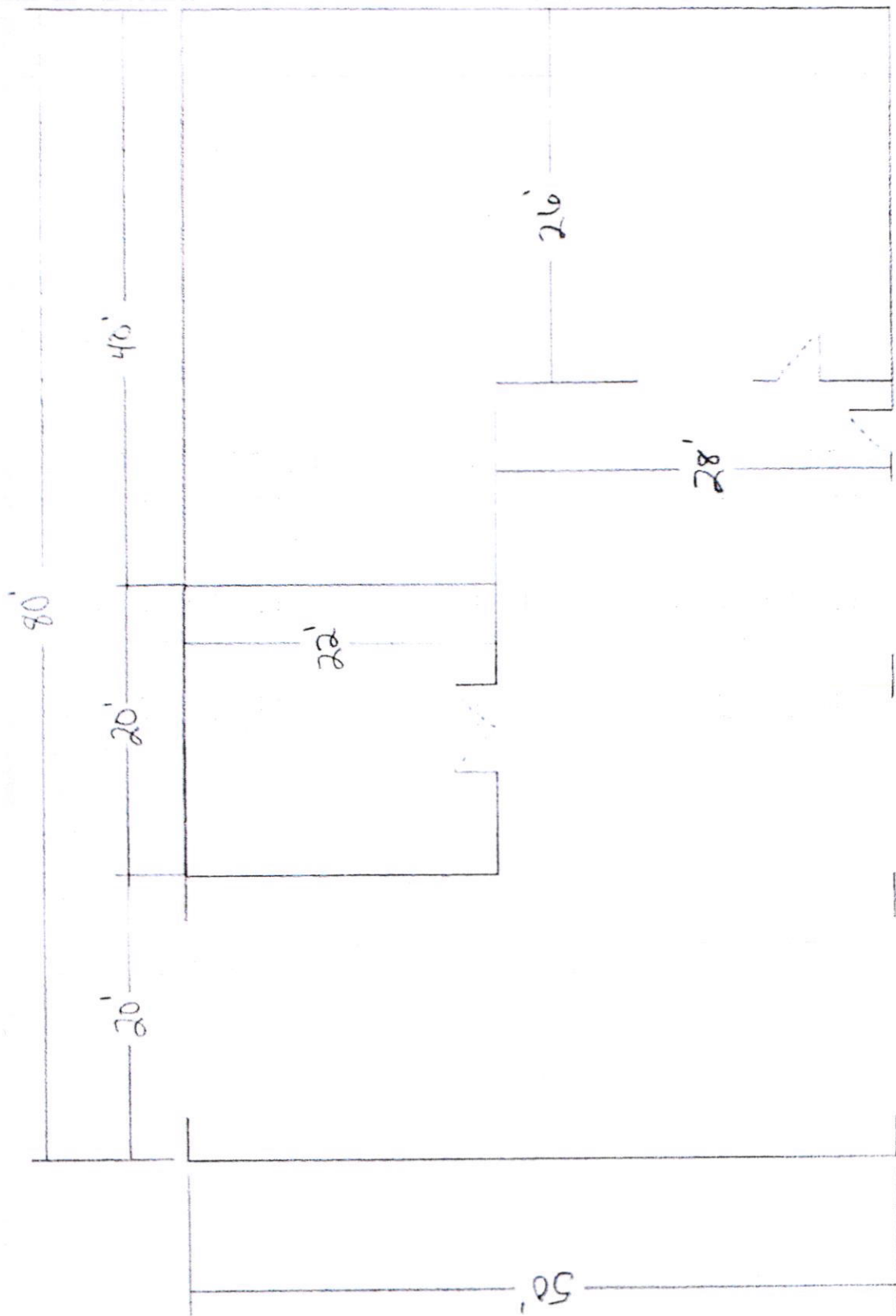
- Framing for interior Walls
- Metal studs
- White plastic wall panels for processing room

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$\square = 1'$



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A: 14' x 16' overhead door
 B: Floor drain
 C: Stairs to loft/mechanical room
 D: 12' x 12' overhead door
 E: 22' of cabinets w/ cupboards below stainless steel top
 F: Stainless steel countertop (19')
 G: Stainless steel two compartment restaurant style utility sink

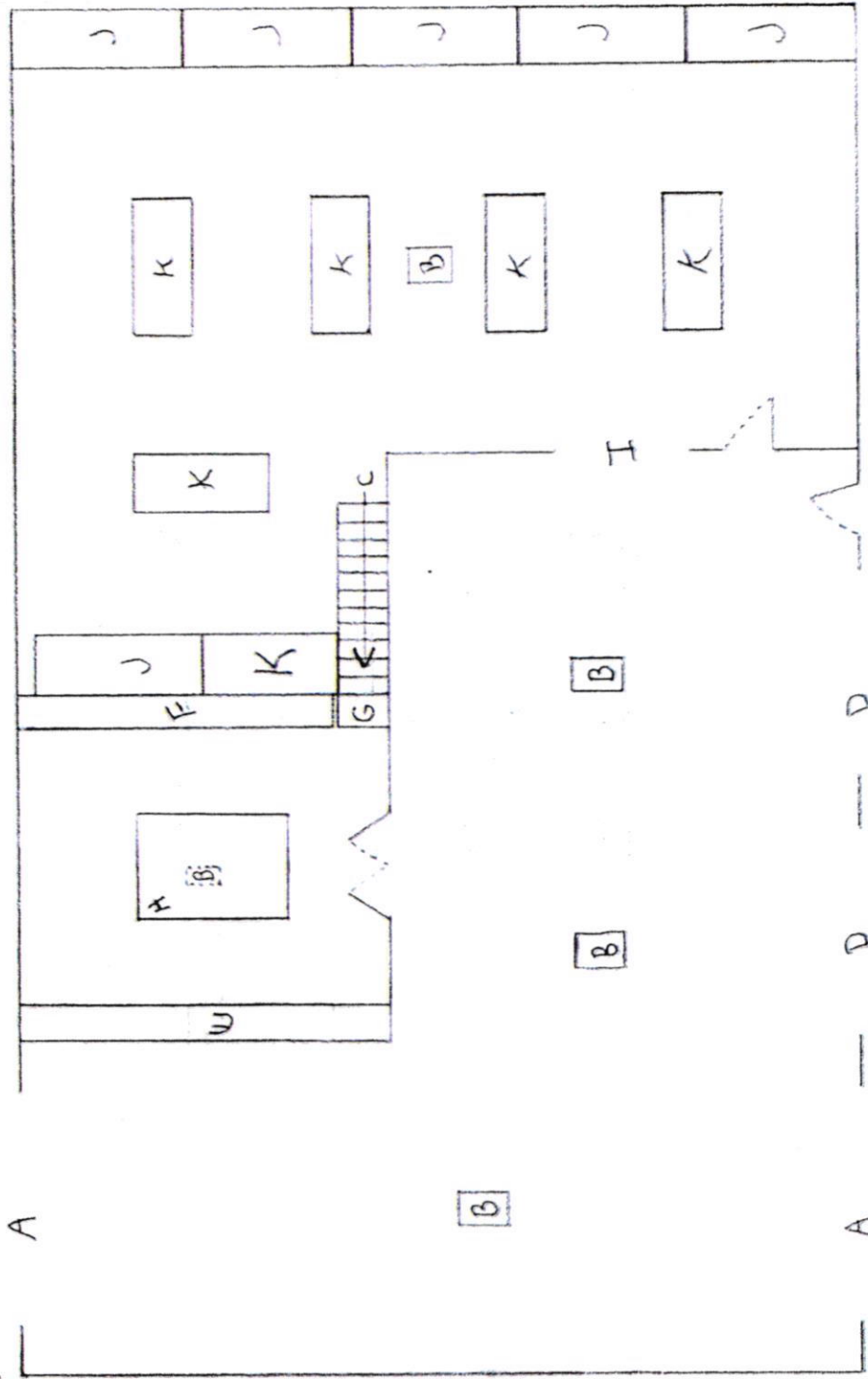
H: Stainless steel processing table

I: 8' x 10' roll up overhead door

J: Shelf Pallet Rack (10' x 3.5' x 12')

K: Shelf Pallet Rack (8' x 3.5' x 12')

□ = 1'





D-11

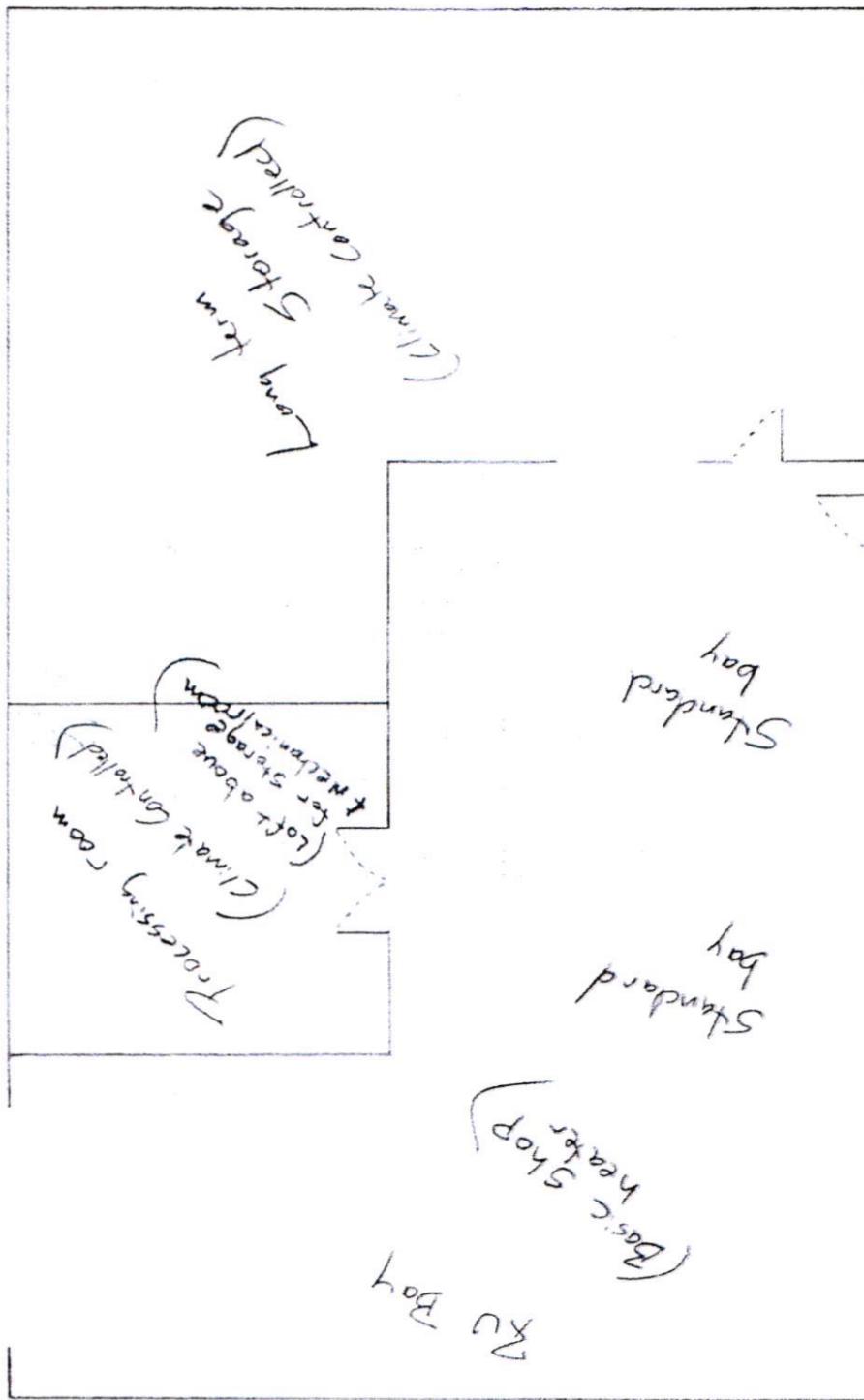
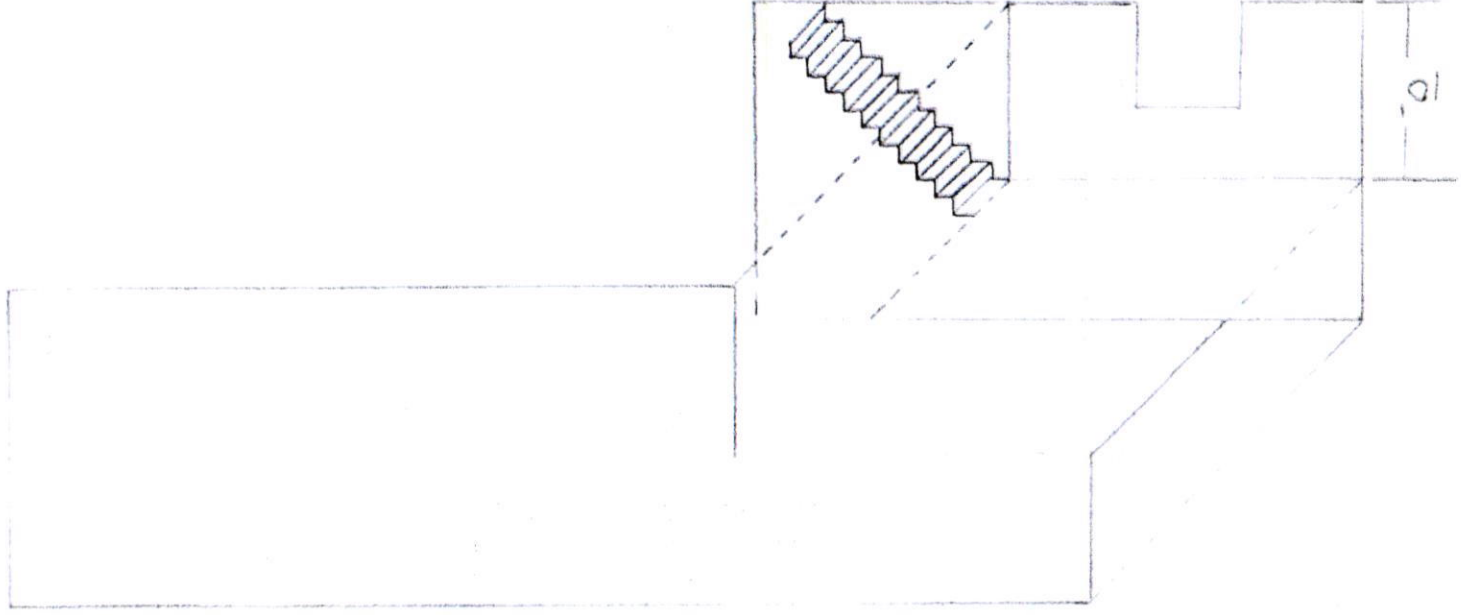
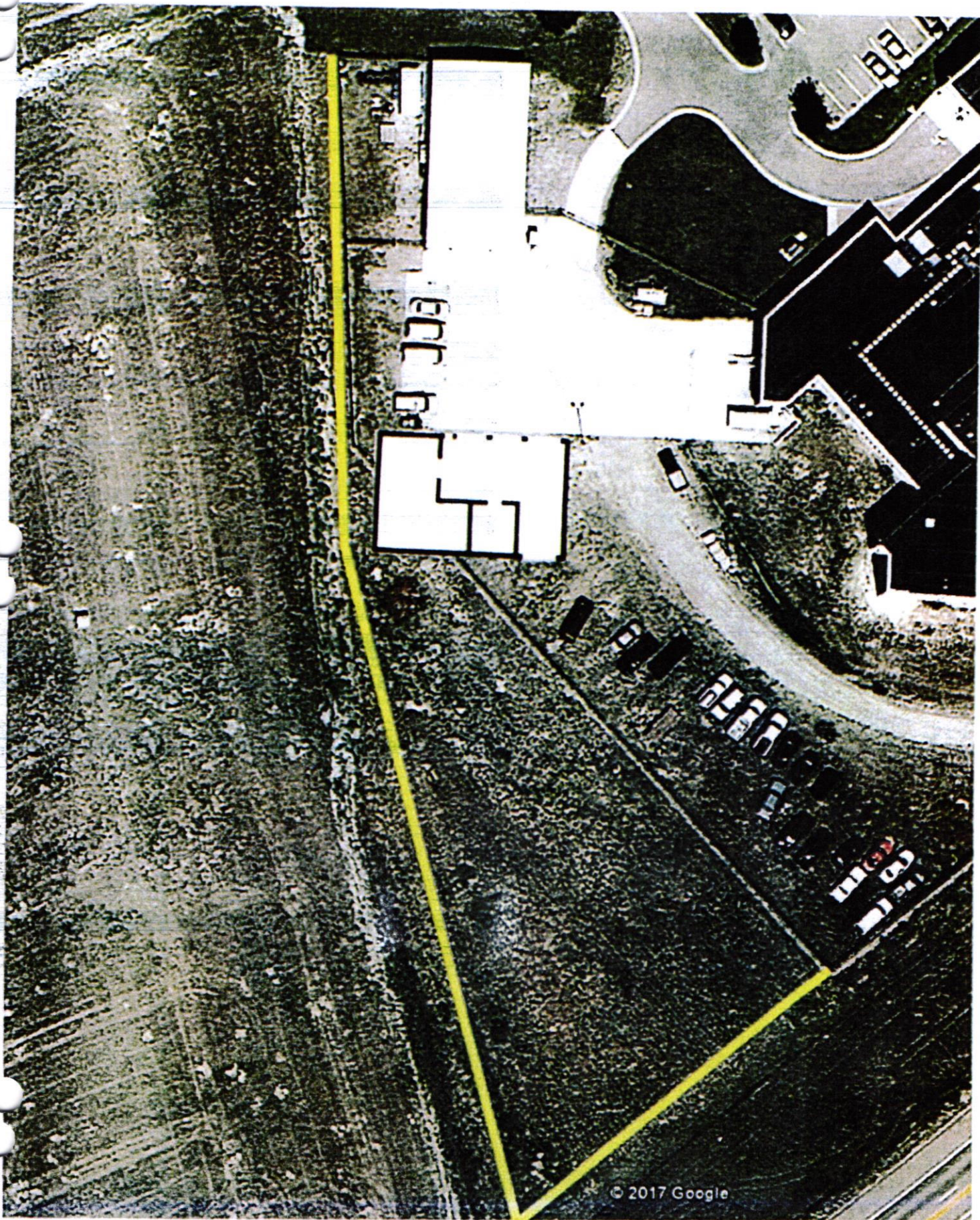




Illustration of the loft above the processing room.
Utilize for additional storage & mechanical room.







Restaurant
Equipment

Smallwares

Storage &
Transport

Tabletop

Disposables

Furniture

Washing &
Laundry

Restaurant
Dinnerware

Consumables

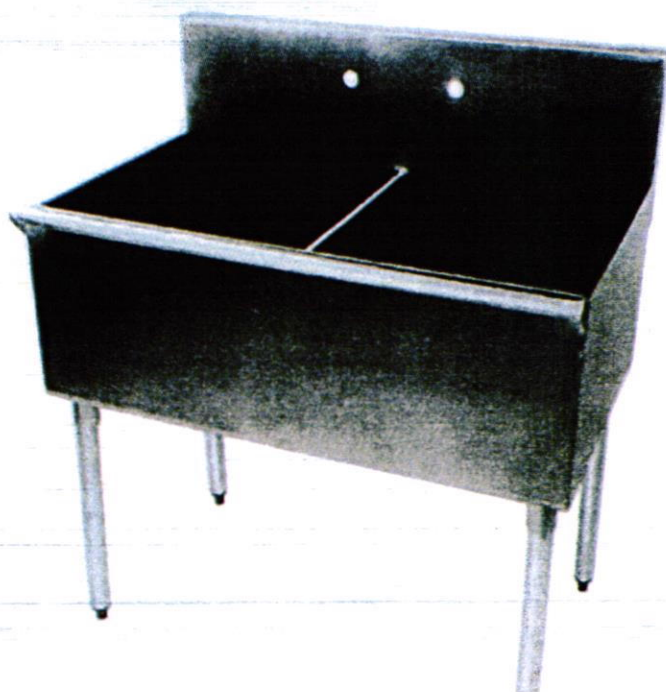
Janitorial
Supplies

Business
Type

WebRestaurantStore > Restaurant Equipment > Commercial Sinks > Janitorial Sinks > Utility Sinks > Regency 36" 16-Gauge Stainless Steel Two Compartment Commercial Sink without Drainboard - 18" x 21" x 14" Bowls

Regency 36" 16-Gauge Stainless Steel Two Compartment Commercial Sink without Drainboard - 18" x 21" x 14" Bowls

★★★★★ Read 1 reviews Item #: 600S218218



To save more:

MIX AND MATCH >

QUANTITY DISCOUNT!

Buy 5 or more

\$305.11/Each

Ships free with **plus**

Buy 1 - 4

\$349.99/Each

Notify me when this product is back in stock

Email Address:

Send

You will only be emailed when this product becomes available. Submitting your information for this feature will not add your email address to our email list, and your email will not be sold or shared.

Wish List

Rapid Reorder

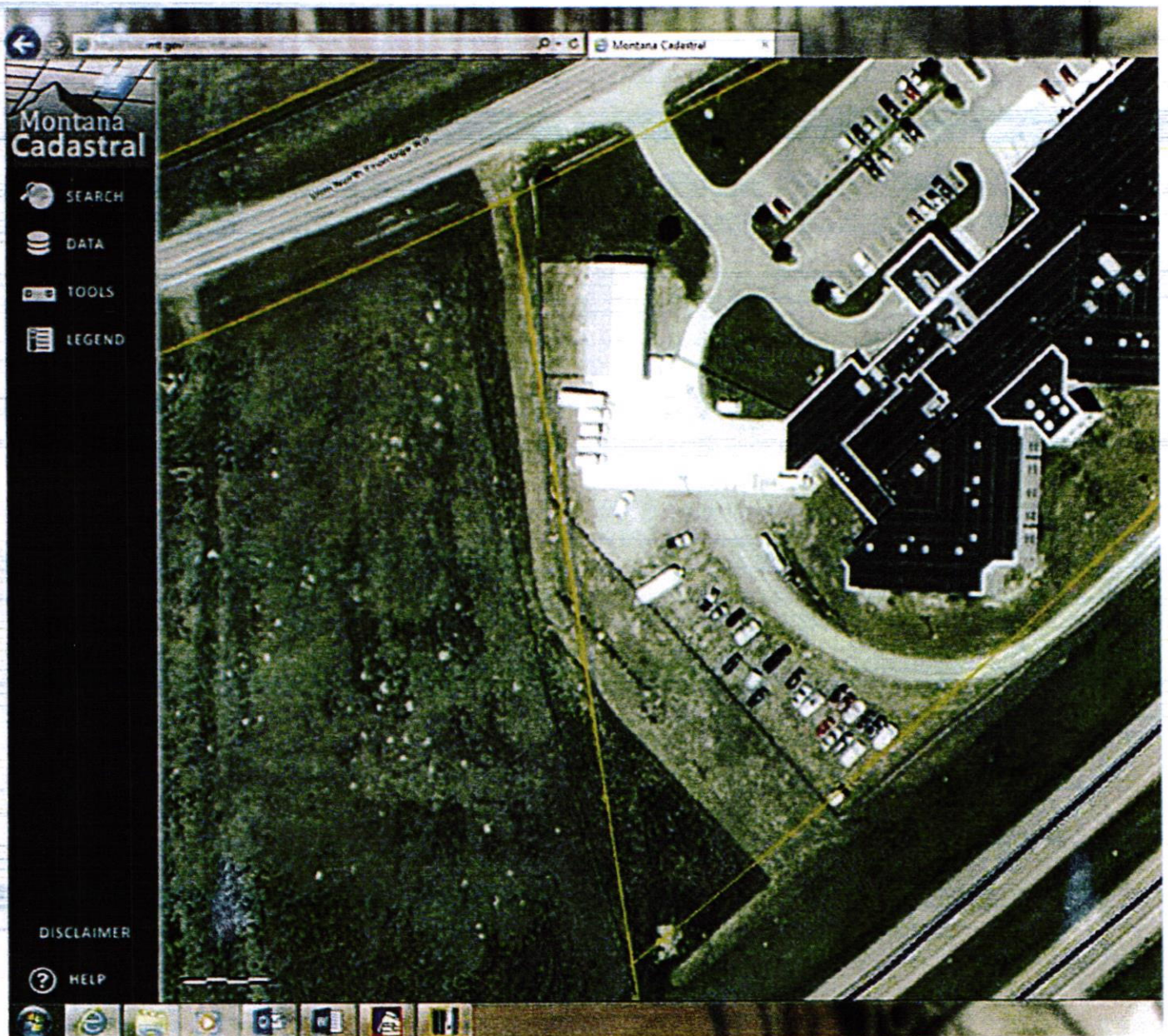
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Kadner, Jon

From: VanDyken, Scott
Sent: Thursday, December 28, 2017 9:25 AM
To: Kadner, Jon
Subject: RE: Evidence Building



Captain Scott Van Dyken
Cascade County Sheriffs Office
3800 Ulm North Frontage Road
Great Falls Montana 59404
Desk 406-454-6833
Cell 406-564-9291



RFQ/ARCHITECTURAL/ENGINEERING SERVICES FOR SHERIFF'S STORAGE FACILITY - TOTAL SCORE SHEET

Les Payne 10/18/2022		SCORER:	Jennifer Snell	SCORER:	Josh Blystone	SCORER:	Maury Stewart	TOTAL POINTS	COMMITTEE RANK
FIRM:	Nelson Architects		94		85		93	272	1
FIRM:									
FIRM:									
FIRM:									
SIGNATURE OF COMMITTEE MEMBERS:									

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REVIEWER NAME: LES PAYNE

DATE: 10/18/2022

PROJECT:

ADC Storage Facility

COMPANY	NELSON ARCHITECTS				
Qualifications of professional personnel assigned to project (15 pts)	42				
Capability to meet time and budget requirements for the project (10 pts)	25				
Present and projected workloads at the time of the proposed project (10 pts)	25				
Related experience on similar projects (25 pts)	69				
Recent & current work for county (25 pts)	71				
Location of the firm (5 pts)	15				
Overall quality of proposal (10 pts)	25				
TOTAL	272				



October 13, 2022 – 2:00 p.m.

Cascade County Public Works

Statement of Qualifications for Architectural Services for design and construction of a Storage Building at the Sheriff's Office location

These minutes are paraphrased and reflect the proceedings of the Board of Commissioners. MCA 7-4-2611 (2) (b).

Staff Present: Les Payne – Public Works Director and Jennifer Snell – Purchasing Agent

Public Present: None

At 2:00 p.m., Les Payne-Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for Statement of Qualifications (SOQ) for Architectural/Engineering services relating to the design and construction of a new storage facility to be located at the Cascade County Sheriff's Office area in Great Falls MT.

Advertisement for bids were published in the Great Falls Tribune on September 28th, October 2nd, and October 9th, 2022, was also available on the Cascade County Website. Hard copies were available at the Public Works Department. **(Exhibit A)**. Sealed bids were due by 2:00pm on October 13th, 2022.

Les Payne announced that Cascade County received one (1) bid.

Bid was provided by Nelson Architects of Great Falls, Montana.

Bid Packet from Nelson Architects 621 2nd Ave. N. Great Falls, MT. 59401

Packet received at Cascade County Public Works 10/13/2022 at 1:40pm by: N. Wilson.

5 packets received. **All Complete (Exhibit B)**.

Les Payne stated that staff will take bids under advisement and make recommendations to Cascade County Commissioners. The Commissioners will review during a local work session. Meetings are located in the Cascade County Annex building at 325 2nd Ave N. Great Falls Mt. 59401 in room 111.

Meeting Adjourned October 13, 2022 at 2:10 p.m.





GREAT FALLS TRIBUNE

PART OF THE USA TODAY NETWORK

AFFIDAVIT OF PUBLICATION
THE GREAT FALLS TRIBUNE
205 RIVER DR S
GREAT FALLS, MT 59405

Phone: (406) 791-1444
Toll Free (800) 438-6600

CASCADE COUNTY PUBLIC WORKS DE
279 VAUGHN SOUTH FRONTAGE RD
GREAT FALLS, MT 59404

FAL-6COL Legal

REFERENCE: FAL-0000000911 CASE NO:
0005422769

I, being first duly sworn deposes and says that GREAT FALLS TRIBUNE COMPANY is a corporation duly incorporated under the laws of the State of Delaware, that the said GREAT FALLS TRIBUNE COMPANY is the printer and publisher of the GREAT FALLS TRIBUNE, a daily newspaper of general circulation of the County of Cascade, State of Montana, and that the deponent is the principal clerk of said GREAT FALLS TRIBUNE COMPANY, printer of the GREAT FALLS TRIBUNE, and that the advertisement here to annexed...

CASCADE COUNTY SHERIFFS OFFICE 3800 ULM N. FRONTAGE RD.
GREAT FALLS, MT 59404 REQUEST FOR QUALIFICATIONS
Cascade C

Has been correctly published 3 times in the regular and entire issue of said paper on the following issues dated:

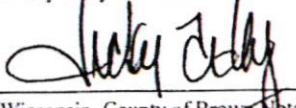
09/28/2022, 10/02/2022, 10/09/2022


LEGAL CLERK

10-9-2022
DATE

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal of the day and year first above written.


State of Wisconsin, County of Brown Notary Public

Notary Expires
of Affidavits: 1

This is not an invoice

VICKY FELTY
Notary Public
State of Wisconsin

CASCADE COUNTY
SHERIFF'S OFFICE
3800 ULM N. FRONTAGE RD.
GREAT FALLS, MT 59404

REQUEST FOR QUALIFICATIONS

Cascade County (County) is currently requesting a Statement of Qualifications (SOQ) for architectural services relating to the design and construction for the new construction, of a 144' X 60' heated storage facility, with an additional 80' X 30' covered cold storage area, to the existing property, located at 3800 ULM N. Frontage Rd., Great Falls, MT. 59404. Services may include, but is not limited to preliminary design, community meetings, preparing bidding documents, construction administration, and any other services deemed necessary by the owner to complete the project. Questions regarding project specific items will be answered by:

Les Payne, Director
Cascade County
Public Works Department
279 Vaughn S. Frontage Rd.
Great Falls, MT 59404
(406) 454-6920

Proposals must be received no later than 2:00 p.m. Oct 13, 2022, at Cascade County Public Works, located at 279 Vaughn S. Frontage Rd., Great Falls, MT., where proposals will then be opened publicly. Once opened proposals will then be given to a three-person committee to evaluate. Recommendations will then be given to the commission in a public meeting of a later date. All proposals must be submitted in printed format. Proposals received after the aforementioned time and date will not be considered. Please provide five copies of all proposal documents. Responses may not exceed 4 one-sided pages, not including resumes of key personnel, and cover letter.

The RFQ's received from qualified firms or individuals will be evaluated using the following criteria:

1. Qualifications of professional personnel to be assigned to project (15%).
2. Capability to meet time and budget requirements for the project (10%).
3. Present and projected workloads at the time of the proposed project (10%).
4. Related experience on similar projects (25%).
5. Recent and current work for County (25%).
6. Location of the firm (5%).
7. Overall quality of proposal (10%).

Those firms ranked highest by the selection committee may be selected based on the SOQ submitted or interviewed to determine which firm will be awarded the contract, should it be awarded.

The County reserves the right to reject any or all proposals received, to waive informalities to evaluate the proposals submitted, and to accept the proposal which best serves the interest of Cascade County.


(5422769) 9/28, 10/02, 10/09/2022

MNAXLP



LOCALiQ

Great Falls Tribune

ACCOUNT NAME Cascade County Public Works Dept		ACCOUNT # 542017	PAGE # 1 of 1
INVOICE # 0005066013	BILLING PERIOD Oct 1- Oct 31, 2022	PAYMENT DUE DATE November 20, 2022	
PREPAY (Memo Info) \$0.00	UNAPPLIED (Included in amt due) -\$391.19	TOTAL AMOUNT DUE \$423.57	
BILLING ACCOUNT NAME AND ADDRESS Cascade County Public Works Dept 279 Vaughn South Frontage Rd. Great Falls, MT 59404-6247 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com	FEDERAL ID 47-2390983
Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.			

00005420170000000000000050660130004235710949

Starting in October ad placements will be assessed a monthly creative processing fee to cover fees associated with award winning ad design, toning, imaging, and sizing.

Date	Description	Amount
10/1/22	Balance Forward	-\$154.82

Package Advertising:

Start-End Date	Description	PO Number	Package Cost
9/28/22-10/9/22	0005422769 CASCADE COUNTY SHER	ADP RFP 2995-256-AD591	900.920 \$130.65
9/28/22-10/9/22	0005430000 INVITATION TO BIDDE	fleet Liquor 6051-221-JO100	900.940 \$142.15
10/2/22-10/9/22	0005432959 SECTION 00100 INVIT	10/13/22 Simms 2110-218-C6200	300.365 \$155.60
10/23/22-10/30/22	0005454584 INVITATION TO BIDDE	Semi-trail 4015-484-C0100	900.940 \$149.99

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

Great Falls Tribune

ACCOUNT NAME Cascade County Public Works Dept		PAYMENT DUE DATE November 20, 2022		AMOUNT PAID	
ACCOUNT NUMBER 542017		INVOICE NUMBER 0005066013			
CURRENT DUE \$578.39	30 DAYS PAST DUE \$130.65	60 DAYS PAST DUE \$105.72	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS -\$391.19
					TOTAL AMOUNT DUE \$423.57
REMITTANCE ADDRESS (Include Account# & Invoice# on check) Great Falls Tribune P.O. Box 677334 Dallas, TX 75267-7334			TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____/____/____ CVV Code ____ Signature _____ Date _____		

00005420170000000000000050660130004235710949

Text of Ad: 09/21/2022

CASCADE COUNTY
SHERIFF'S OFFICE
3800 ULM N. FRONTAGE RD.
GREAT FALLS, MT 59404

REQUEST FOR QUALIFICATIONS

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(5422769) 9/28, 10/02, 10/09/2022

MNAXLP

GREAT FALLS TRIBUNE

PART OF THE USA TODAY NETWORK

Order Confirmation for Ad #: 0005422769

Customer: CASCADE COUNTY PUBLIC WOR
Address: 279 VAUGHN SOUTH FRONTAGE
 GREAT FALLS MT 59404 USA
Acct. #: FAL-0000000911
Phone: 4064546920

CASCADE COUNTY PUBLIC WOR

Ordered By: Les Payne

OrderStart Date: 09/28/2022

Order End Date: 10/09/2022

<u>Tear Sheets</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>	<u>Special Pricing</u>	<u>Size</u>
0	1					1 X 0.00

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$130.65	\$0.00	\$130.65	Invoice	\$0.00	\$130.65

Ad Order Notes:

Sales Rep: tmondloch

Order Taker: cscheidern

Order Created 09/21/2022

Product	# Ins	Start Date	End Date
FAL-gftribune.com	3	09/28/2022	10/09/2022
09-28-22, 10-02-22, 10-09-22, FAL-GreatFallsTribune	3	09/28/2022	10/09/2022
09-28-22, 10-02-22, 10-09-22,			

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

**CASCADE COUNTY
SHERIFF'S OFFICE
3800 ULM N. FRONTAGE RD.
GREAT FALLS, MT 59404**

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PUBLISH: September 28, 2022, October 2, 2022, and October 9, 2022
Legal Ad



Cascade County Sheriff's Office
3800 Ulm N. Frontage Rd.
Great Falls, MT 59404

Request for Qualifications
Architectural Services

Cascade County is in the planning stages of constructing an additional building to the Cascade County Sheriff's Office. The construction will take place while buildings are occupied. Design documents will need to show the proposed phasing, sitework access, security measures and controls that the General Contractor will need to provide during construction.

Contingent upon final approval of project, the owner is soliciting proposals for architectural and engineering services to assist in designing and supervising construction of this project. Work on this project must comply with all applicable local, state, and federal requirements. Payment and terms will be negotiated with the selected offeror.

A. Background Information

The proposed project is for the new construction of an insulated metal storage facility approximately 144' long x 60' deep x 18' high with an attached covered storage area of approximately 80' x 30', all on a concrete slab foundation. This building will include a minimum of 2 interior rooms, a loft area, overhead doors, floor drains, and a restroom. The building will need to have plumbing, electrical, gas, heating, and cooling. The location of the building is on the existing grounds near the detention center. Additional changes may be added to this professional services contract if the chosen team is capable and able to perform these additional services.

B. Scope of Work – Architect's Basic Services

The basic services to be provided will include full-service design and construction administration:

1. The scope of work under the architect's basic services consists of those described and included under normal geotechnical, civil, structural, mechanical, and electrical engineering services, interior design, and landscaping, as well, the architect will be expected to organize and participate in design charrettes with members of the staff and department heads. The architect shall provide a preliminary evaluation of the owner's program, schedule, and construction budget requirements, each in terms of the other, subject to the limitations addressed. The design team's preliminary budget of the project must fit the proposed budget of the project, or the scope of the project must be adjusted to fit. The architect shall assure the design incorporates all state and federal building code requirements such as accessibility requirements under ADA, energy efficiency for existing buildings, as well as all life safety codes.
2. Preparing the construction bid package in conformance with the applicable federal and state requirements and supervising the bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitation, conducting the bid opening and issuing the notice to proceed;
3. Conducting the preconstruction conference;

CC

CC

CC

4. Providing regular oversight of construction work, facilitating and recording weekly construction meetings, construction administration and preparing inspection reports;
5. Providing quality control to ensure the contractor is providing materials, labor and products consistent with what is identified in the design and specifications;
6. Providing quality control to ensure compliance with technical specifications and conformance with codes and standards;
7. Reviewing and approving all contractor requests for payment and submitting approved requests to owner for payment;
8. Providing one complete set of as-built, reproducible plan drawings to owner upon project completion, based on General Contractors redlines;
9. Conducting final inspection necessary for certificate of completion, etc.

Proposal Content

Five (5) hard copies are required to be submitted. Legibility, clarity, and completeness are essential. Proposals should provide assurance that the firm has the professional capability, availability, and to satisfactorily and timely complete all the tasks as described in this RFQ. **Responses should include:**

1. The firm's legal name, address, and telephone number;
2. The principal(s) of the firm and their experience and qualifications;
3. The experience, qualifications, and specific roles of other staff to be assigned to the project;
4. A description of the firm's prior experience, including design and construction management of similar projects (include information on size and cost, specific accessibility and special needs requirements, size of community, location, original construction estimate and final project costs, and name of the owner's representative who is knowledgeable regarding the firm's performance);
5. A description of the firm's current work activities and how these would be coordinated with the project, as well as the firm's anticipated availability during the term of the project; and

Timeline

The proposals are due October 13, 2022, by 2:00 PM. The architect contract will be awarded after all appropriate approvals. It is anticipated that the preliminary design will be started spring to summer of 2023 and construction will commence fall of 2023.

CC

CC

CC

Respondents' proposals will be evaluated based on the following factors:

- | | |
|---|-----|
| 1. Consultant Qualifications and Experience (including reference checks) – demonstrated competence and qualifications for service required | 15% |
| 2. Availability and Capacity of the personnel for the entire design team to be assigned to the project to respond in a timely manner and keep on budget | 10% |
| 3. Present and projected workload at the time of proposed project | 10% |
| 4. Related Experience on similar projects | 25% |
| 5. Recent and current work for Owner | 25% |
| 6. Location of the firm | 5% |
| 7. Overall quality of proposal | 10% |

The selection may be made from this RFQ or selected finalists may be interviewed and will be based on a selection committee's evaluation of the written responses. Contract negotiations will commence with the highest-ranked architectural firm. The contract will be awarded upon reaching an appropriate price for this work. If an appropriate agreement cannot be reached with the highest-ranked firm, the second-ranked architectural firm will be approached, and so on.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, the owner reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, or unsatisfactory. The award will be made to the most qualified offeror whose proposal is deemed most advantageous to the owner; all factors considered. Unsuccessful offerors will be notified as soon as possible. The owner reserves the right to increase the scope of work with the contractor as long as the increase is within the contractor's ability.

Questions should be directed to, and proposals should be delivered or sent to:

Les Payne, Director
Cascade County Public Works Department
279 Vaughn S. Frontage Rd.
Great Falls, MT 59404
(406) 454-6920

Cascade County is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

The owner makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the recruitment and selection process or the Contractor's ability to perform the essential duties of the job. In order for the owner to make such accommodations, the applicant must make known any needed accommodation. The TTY number is 1-800-253-4091.



February 14, 2023

Agenda #4

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Award for Professional Services Agreement
(Ulm/Vaughn Overlay, Crack Seal & Maintenance)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-12

BACKGROUND:

Cascade County Public Works Department is looking for engineering services relating to the design, bidding and maintenance repairs for road improvements, and the contracting of the documents for the bidding process, to approximately 5.4 miles of the North and South sections of the Ulm/Vaughn Road. Cascade County Public Works, reached out to multiple local engineering firms, that have been prequalified for these services. Bids were received from Big Sky Civil, of Great Falls, for \$19,175.00 and TD&H, also of Great Falls, for \$21,500.00. The amount of this contract did not require public sealed bids, for RFQ's, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award the contract to TD&H Engineering of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-12, proposal from TD&H engineering of Great Falls, MT, for the professional service's agreement, for 5.4 miles of overlay, crack seal and maintenance of the North and South sections of Ulm/Vaughn Road., for a total cost of \$19,175.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-12".

AGREEMENT FOR ENGINEERING SERVICES

CLIENT: Cascade County Public Works Department
Contact Person: Attn: Les Payne
Address: 279 Vaughn So. Frontage Road
City, ST, Zip: Great Falls, MT 59404

DATE: January 20, 2023

ENGINEER: TD&H ENGINEERING
1800 River Drive North
Great Falls, MT 59401

PROJECT TITLE: Ulm-Vaughn Road Pavement Preservation

SCOPE OF SERVICE(S):

ENGINEER shall provide or cause to be provided the services described to include 3.5 miles of crack level and chip seal from Milepost 0.0 near the Ulm School, north to the pavement extent limits near the First Peoples State Park visitors entrance, and 1.9 miles of overlay and chip seal on the existing roadway surface from the pavement transition at McIver Road to the Vaughn S Frontage Road near Vaughn as shown on Exhibit B-1 and B-2. Exhibit A – Scope of Services attached hereto (referred to herein as the Scope of Service(s)). If the scope/service is not specifically included herein, the scope/service is expressly excluded. CLIENT may direct or request changes within the general Scope of Service(s). Upon notification of such direction, ENGINEER shall prepare an estimate of the additional cost and time required, if any, to perform the change. Upon mutual written agreement, ENGINEER shall perform the change and an appropriate adjustment shall be made to the amount of fee and/or time schedule.

AMOUNT OF FEE:

Estimated Fees are Valid for 90 days from the Date provided in the Proposal Letter or the date which this Agreement was delivered to the CLIENT; authorization of this Agreement at a date later than 90 days may require an increase in fees and/or additional time required to complete the services at the sole discretion of the ENGINEER.

[] **TIME AND MATERIALS.** Fees for ENGINEER'S services shall be based on ENGINEER'S time and reimbursable expenses. Rates for professional services and are based on ENGINEER'S current rate schedule established at its office which is completing the service(s). From time to time ENGINEER may revise its rates; revised rates will become effective 30 days after CLIENT receives written notice of the revised rate schedule. Reimbursable Expenses include mileage, meals and lodging, reproduction, special equipment rental, services of consultants or subcontractors, costs of any equipment or materials provided by ENGINEER, and other expenses incurred directly by ENGINEER in performing the Scope of Service(s).

An estimate of the fees to complete the Scope of Service(s) is \$ \$. Final Costs may vary and invoicing shall be for the actual cost to complete the Scope of Service(s). CLIENT will be notified by the ENGINEER prior to performing any services that would substantially increase the estimated fee.

[X] **LUMP SUM.** The lump sum fee to complete the Scope of Service(s) will be \$ 21,500.00.

PAYMENT TO ENGINEER:

A retainer in the amount of \$ is required before beginning services. ENGINEER shall credit the amount of the retainer toward the final billing when the services are substantially complete.

Payment for services: At the discretion of the ENGINEER, invoices may be sent to the CLIENT on a monthly basis or at project milestones. Payment is due upon receipt of the invoice and is past due 30 days from the invoice date. The CLIENT agrees to pay a late fee of 1.5 %, compounded monthly, from the invoice date, on the undisputed past due amount. If the invoice is not paid within thirty (30) days, ENGINEER may, without waiving any claim or right against CLIENT, and without liability whatsoever to CLIENT, terminate the performance of the service and begin formal collection procedures. Any inquiries or questions regarding the substance of the invoice shall be made in writing within ten (10) days of receipt of the invoice. Failure to notify ENGINEER within this time period indicates acceptance of billing for services performed.

GENERAL TERMS AND CONDITIONS

1. **ENGINEER** shall perform its services in a manner consistent with generally accepted professional standards required of it and other design professionals providing similar services under similar conditions in the same locale. **ENGINEER** is authorized to proceed as of the date of this Agreement unless otherwise noted.

2. Any opinion of the construction cost prepared by the **ENGINEER** represents its judgment as a design professional and is supplied for the general guidance of the **CLIENT**. Since the **ENGINEER** has no control over the cost of labor and material, schedules, competitive bidding, or market conditions, the **ENGINEER** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the **CLIENT**. Similarly, **ENGINEER** does not guarantee any proposed schedules for commencement or completion of services.

3. **Project Site:** **ENGINEER** shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall **ENGINEER** be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. **ENGINEER** shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

4. **CLIENT** shall timely provide to **ENGINEER** all criteria and full information as to **CLIENT'S** requirements for the Project; designate a person to act with authority on **CLIENT'S** behalf in respect of all aspects of the Project; examine and respond promptly to **ENGINEER'S** submissions; and give prompt written notice to **ENGINEER** whenever **CLIENT** observes or otherwise becomes aware of any defect in the service. The **ENGINEER** and its employees, agents, and consultants have the right to rely on the accuracy of **CLIENT**-furnished information.

5. **CLIENT** shall, at its cost:

- 1) Procure such legal, accounting, and other counseling services as may be required for successful completion of the Project.
- 2) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, except to the extent that obtaining such approvals and permits has been specifically assigned to **ENGINEER** pursuant to the paragraph entitled "Scope of Service(s)."
- 3) Pay all review and filing fees required by governmental agencies.
- 4) Pay all costs incidental to obtaining bids or proposals from contractor(s).
- 5) Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER'S** services under this Agreement.

6. This Agreement may be terminated:

- 1) By mutual written consent of both parties;
- 2) By either party upon seven days written notice in the

event of a material breach by the other party in performing its obligations under this Agreement, and upon the failure of the breaching party to cure within the seven-day notice period its material breach.

In the event of any termination, **CLIENT** shall pay **ENGINEER** for all services rendered and all reimbursable expenses incurred to the date of termination. If the termination is a result of a material breach by **CLIENT**, **CLIENT** shall pay **ENGINEER** reasonable termination expenses.

7. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8. This Agreement is binding upon **CLIENT** and **ENGINEER** and each of their successors, assigns, and legal representatives. The Authorized Representative assumes responsibility along with the **CLIENT** for performance under the terms of this contract. The undersigned agrees to be personally responsible for the total balance due.

9. **Ownership of Documents:** All reports, calculations, figures, data and other documents prepared by the **ENGINEER** as part of these services shall remain the property of the **ENGINEER**. Provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due herewithin. The **CLIENT** is entitled to copies of all documents prepared by the **ENGINEER** upon payment in full, and reasonable usage of those documents for this project only. The documents are not intended for reuse on other projects; any reuse by the **CLIENT** or others for purposes other than those identified in or directly associated with "Exhibit A - Scope of Services", or without **ENGINEER'S** consent will be at the **CLIENT'S** sole risk; the **CLIENT** will defend, indemnify, and hold **ENGINEER** harmless from any claims brought against **ENGINEER** arising out of reuse; and **ENGINEER** may retain one record copy of all information.

10. Montana law governs this Agreement. **CLIENT** and **ENGINEER** agree to negotiate in good faith for a period of 15 days from the date of receipt of written notice of all disputes between them. If such negotiations fail, **CLIENT** and **ENGINEER** shall select a mutually agreeable mediator and shall conduct a mediation within an additional 30 days. If mediation fails to resolve the dispute, either party may pursue any legal or equitable remedies in a court of competent jurisdiction located in Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees..

11. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **CLIENT** and **ENGINEER**.

12. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This

Agreement may be amended only by a written instrument signed by each of the parties.

13. **ENGINEER** shall be responsible only for those Construction Phase services expressly required of **ENGINEER** in Exhibit A - "Scope of Service(s)." With the exception of such expressly required services, **ENGINEER** shall have no design, construction document, or other obligations during or following construction, and **CLIENT** assumes all responsibility for the application and interpretation of the contract documents, review and response to contractor requests for clarifications and substitutions, claim submittals, equipment and material product data and all associated technical and contractual interpretations, contract administration, processing change orders, revisions to the contract documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. **CLIENT** waives all claims against the **ENGINEER** that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required of **ENGINEER** in Exhibit A - "Scope of Service(s)".

14. Not Used

15. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the **CLIENT** or **ENGINEER**. **ENGINEER'S** services hereunder are being performed solely for the benefit of the **CLIENT**, and no other entity shall have any claim against **ENGINEER** because of this Agreement or **ENGINEER'S** performance of services hereunder. This Agreement and the design may not be transferred or assigned by either Party without written consent. **ENGINEER** shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not under its direct control.

16. **Risk Allocation:** The **CLIENT** agrees that, to the fullest extent permitted by law, the **ENGINEER's** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, or damages of any kind, arising out of this Agreement or relating to the **ENGINEER'S** services, which are specifically subject to any claim (not the aggregated value of all services) including but not limited to claims of **ENGINEER** negligence, errors, omissions, liability, breach of contract, or any other cause(s), shall not exceed the total fee paid to Engineer, or \$50,000, whichever is greater.

17. **Limitation of Liability:** Notwithstanding anything contrary in this Agreement, **CLIENT** expressly agrees that any liability arising out of this project shall be limited to the Consultant and its applicable insurance and shall not be the basis of personal liability as to Consultant's owners, officers, directors, or employees. The Parties waive claims against each other for consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including but not limited to losses of use, profits, income, rent, overhead,

business, reputation, or financing. **ENGINEER** will be responsible for the Standard of Care described herein,

18. **CLIENT Negligence/Liability:** For claims, damages, losses, or expenses caused in whole or in part by the negligent act or omission and/or strict liability of the **CLIENT** or employees of the **CLIENT**, including other design professionals or subcontractors, the **CLIENT** shall defend, subject to the limitations set forth in MCA 2-9-108, and indemnify the **ENGINEER** and all of its personnel (including reasonable attorney's fees) for third party claims, damages, or liabilities to the extent actually wholly caused by the **CLIENT's** negligence, willful misconduct, or breach of this Agreement.

19. Not Used.

20. **Standard of Care:** **ENGINEER'S** services shall be provided consistent with and limited to the professional standard of care which is the skill and care ordinarily provided by similarly situated professionals practicing in the same or similar locality under the same or similar circumstances.

21. **Delay:** **ENGINEER** shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without fault or negligence of **ENGINEER** or its subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of **CLIENT** and its consultants, contractors and agents, including, without limitation, their failure to furnish information in a timely fashion and/or their faulty or untimely performance.

22. **Corporate Responsibility:** **ENGINEER'S** Services shall not be subject to individual employees, officers or directors, including any **ENGINEER** who affixed his or her seal to the drawings, specifications or other documents prepared by or under the supervision of licensee for the Project, to any personal legal exposure for the risks associated with this Project. **CLIENT** agrees that as **CLIENT'S** sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering, a Montana state corporation, and not against any of Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering's individual employees, officers or directors.

The parties' consent to the foregoing terms, including any attachments.

CLIENT: Cascade County

BY:

(signature)

TITLE:

DATE:

ENGINEER: TD&H ENGINEERING

BY:

(signature) Doug Wilmot

TITLE: Doug Wilmot, P.E, Project Manager

DATE: 01/25/2023

"Exhibit A"
Scope of Services
Cascade County – Ulm - Vaughn Road Pavement Preservation

CIVIL ENGINEERING

The following civil engineering tasks are to be included in TD&H's scope of work on a Lump Sum basis.

A. County Coordination

TD&H will attend the following limited coordination meetings with the County:

- Kickoff Meeting On-Site
- Design Review Meeting @ 95% Completion
- 2 Commission Meetings via Zoom

B. Construction Drawings

- Construction Drawings

TD&H will develop the following Construction Drawings. Surveying is not provided in the scope of work, TD&H will utilize as-built plans provided by the County, should any exist, and any available aerial photography, Cadastral, and GIS sources to develop the construction drawings.

1. Title Sheet
2. Notes Sheet
3. Overall Site Plan
4. Enlarged Plans
5. Typical Sections
6. Details
7. Summary Frames

C. Contract Documents

TD&H will develop bidding contract documents in compliance with EJCDC standard formatting including:

- Bidder's Checklist
- Invitation to Bid
- Instructions to Bidders
- Certificate of Non-Segregated Facilities
- Certification of Compliance with Insurance Requirements

- Bid Form (EJCDC C-410)
- Bid Bond (EJCDC C-430)
- Notice of Award (EJCDC C-510)
- Agreement Form (EJCDC C-520)
- Notice to Proceed (EJCDC C-550)
- Performance Bond (EJCDC C-610)
- Payment Bond (EJCDC C-615)
- Application for Payment (EJCDC C-620)
- Certificate of Substantial Completion (EJCDC C-625)
- Standard General Conditions of the Construction Contract (EJCDC C-700)
- Supplemental Conditions to the General Conditions (EJCDC C-800)
- Work Change Directive (EJCDC C-940)
- Change Order (EJCDC C-941)
- Field Order (EJCDC C-942)
- Wage Rates – Montana Prevailing Wages
- Special Provisions
- Technical Specifications (Modifications to MPWSS 7th Ed.)
- Measurement & Payment

D. Bidding Assistance

TD&H will provide the following bidding phase assistance:

- Engineers Estimate
- Respond to contractor questions
- Bid Advertisement (Newspaper fee paid by county)
- Bid opening, Recommended Award

E. Limited Construction Administration

TD&H will provide up to the following limited Construction Administration services as part of the lump sum fee. Additional services beyond those listed can be added on a Time & Materials basis if requested.

- Pre-construction meeting agenda and meeting facilitation
- Review Construction Submittals
- Review Substitution Requests (Professional review labor and expenses typically reimbursed by Contractor)
- Develop Record Drawings with notes and changes provided by the construction contractor.
- Periodic on-site QA Inspection of Contractor Work (1 per week – 4 total)
- Plant Mix Sample & Testing
 - Single asphalt content, gradation, and rice maximum density sampling and testing
 - Testing contractor provided In-place density and thickness cores. (Two per project)

F. Exclusions:

All other services not listed above are excluded but may be added by amendment as requested. A few of these services are listed below but is not considered all inclusive:



- Survey
- Geotechnical engineering
- Subgrade improvement investigations or recommendations
- Stormwater drainage analysis, design, reports, or plans
- Permit or agency review fees
- Railroad Coordination (County will obtain RR concurrence or permits if required)
- Roadway geometric analysis or design
- Roadway section analysis or design
- Traffic analysis or report
- Signing or pedestrian safety
- Full-time construction inspection
- Construction staking
- Materials testing, except as noted
- Wage interviews and wage rate monitoring
- Substantial or final completion assistance

CC

CC

CC



LEGEND

SYMBOL

DESCRIPTION



OVERLAY AND CHIP SEAL

ULM-VAUGHN PAVEMENT PRESERVATION
CASCADE COUNTY, MONTANA



406.781.3010 • tdhengineering.com
1800 RIVER DR. NO. • GREAT FALLS, MONTANA 59401

DRAWN BY:	
DESIGNED BY:	
QUALITY CHECK:	
DATE:	1.11.2023
JOB NO.	
CAD NO.	EXHIBIT-B-1

EXHIBIT

B-1





ULM-VAUGHN PAVEMENT PRESERVATION
CASCADE COUNTY, MONTANA



DRAWN BY:	
DESIGNED BY:	
QUALITY CHECK:	
DATE:	1.12.2023
JOB NO.	
CAD NO.	EXHIBIT-B-2

EXHIBIT

B-2

Preventative Maintenance Design & Construction Services

Cascade County - Ulm - Vaughn Road

Estimate Prepared: 1/11/2023

ESTIMATED MANHOURS - COSTS AND REIMBURSABLES

ENGINEERING & SURVEY TASK	Project Manager	Project Engineer	Survey Crew(2-man)	Survey Crew(1-man)	Survey Technician	CADD Technician	Materials Technician	Clerical	Totals
Rate	\$125.00	\$90.00	\$225.00	\$150.00	\$85.00	\$87.00	\$70.00	\$40.00	
Preliminary Coordination, Research & Field Review									
Initial Coordination	4								\$ 500.00
Preliminary Planning/Scoping Meeting	3								\$ 375.00
									\$ -
Survey and Mapping									
Load Equipment/Travel					1				\$ 85.00
Data Collection (CL/Edges/Appchs/Utils/)				6					\$ 900.00
Travel/Unload/Transfer Data					1				\$ 85.00
Mapping					1	8			\$ 781.00
Field Review(Digouts/Leveling/Treatmnt)	4			2	1				\$ 885.00
Develop Contract Documents									
Horizontal Alignment	4					6			\$ 1,022.00
Typical Section(s)	1	1				4			\$ 563.00
Sheet Layout						16			\$ 1,392.00
Special Features Details (Conn./Digout)	2	1				6			\$ 862.00
Quantity Computations	6	2				4			\$ 1,278.00
Preliminary Plans	1					24			\$ 2,213.00
Preliminary Contract Documents	2	4							\$ 610.00
Plans Review	2	1				4			\$ 688.00
Final Plans/Specifications	1	4				8			\$ 1,181.00
Engineers Estimate	2								\$ 250.00
Construction Services									
Bidding/Addenda	1	2							\$ 305.00
Contractor Q & A	1								\$ 125.00
Bid Opening/Award	2								\$ 250.00
Submittal Review	2								\$ 250.00
Contract Administration	2	1							\$ 340.00
Part Time/Spot - Construction Inspection	20						6		\$ 2,920.00
Miscellaneous Meetings/Coordination	4	1							\$ 590.00
Final Review	2								\$ 250.00
Close-out	2								\$ 250.00
									\$ -
Total Hours	68.0	17.0	0.0	8.0	4.0	80.0	6.0	0.0	
SUBTOTAL HOURLY	\$8,500.00	\$1,530.00	\$0.00	\$1,200.00	\$340.00	\$6,960.00	\$420.00	\$0.00	\$18,950.00
Lab Tests - To be determined									
LAB TEST SUBTOTAL(+10%)									\$0.00
MISCELLANEOUS COSTS (out of pocket estimated)									
Mileage(15 mi. one way)									\$200.00
Materials(Prints,Paint, Lath)									\$25.00
ATV									\$0.00
Total Miscellaneous									\$225.00
TOTAL ESTIMATE									\$19,175.00

Engineer's Opinion of Probable Cost

Project Number: P & S	Prepared By: BSCE
Project Name: Ulm - Vaughn Road (North)	Date: January 5, 2023
UPN Number:	County: Cascade
Project Length: 2 Miles	District: N/A
Design Stage:	Type of Work: PM

Item Number	Quantity	Description	Unit	Est. Unit Price Dollars	Amount Dollars	Bid Unit Price Dollars	Total Amount Dollars
	2	Sweep & Broom	Mile	\$ 1,500.00	\$ 3,000.00		
	2	Shoulder Preparation	Mile	\$ 1,250.00	\$ 2,500.00		
	250	Cold Milling	SY	\$ 27.50	\$ 6,875.00		
	3310	Plant Mix 58-28 Commercial	TON	\$ 67.00	\$ 221,770.00		
	70	Pavement Markings	Gal	\$ 78.00	\$ 5,460.00		
	2510	Emulsified Asphalt Tack	Gal	\$ 3.50	\$ 8,785.00		
	25104	Seal & Cover	SY	\$ 2.05	\$ 51,463.20		
	50	Shoulder Gravel	TON	\$ 80.00	\$ 4,000.00		
	310	Digout	SY	\$ 65.00	\$ 20,150.00		
	0	Leveling Course	TON	\$ 245.00	\$ -		
	5000	Miscellaneous Items	EACH	\$ 1.00	\$ 5,000.00		
	0	Survey Monument Box	EACH	\$ 450.00	\$ -		

Subtotal	\$ 329,003.20
Contingency (5%)	\$ 16,450.16
Mobilization (@10%)	\$ 32,900.32
Traffic Control (@7%)	\$ 23,030.22

TOTAL \$ 401,383.90

Engineer's Opinion of Probable Cost

Project Number: P & S	Prepared By: BSCE
Project Name: Ulm - Vaughn Road (South)	Date: January 5, 2023
UPN Number:	County: Cascade
Project Length: 3.5 Miles	District: N/A
Design Stage:	Type of Work: PM

Item Number	Quantity	Description	Unit	Est. Unit Price Dollars	Amount Dollars	Bid Unit Price Dollars	Total Amount Dollars
	3.5	Sweep & Broom	Mile	\$ 1,500.00	\$ 5,250.00		
	0	Shoulder Preparation	Mile	\$ 1,250.00	\$ -		
	0	Cold Milling	SY	\$ 27.50	\$ -		
	0	Plant Mix 58-28 Commercial	TON	\$ 67.00	\$ -		
	126	Pavement Markings	Gal	\$ 78.00	\$ 9,828.00		
	0	Emulsified Asphalt Tack	Gal	\$ 3.50	\$ -		
	44905	Seal & Cover	SY	\$ 2.05	\$ 92,055.25		
	0	Shoulder Gravel	TON	\$ 80.00	\$ -		
	450	Digout	SY	\$ 65.00	\$ 29,250.00		
	300	Leveling Course	TON	\$ 245.00	\$ 73,500.00		
	2695	Crack Seal	LF	\$ 5.50	\$ 14,822.50		
	5000	Miscellaneous Items	EACH	\$ 1.00	\$ 5,000.00		
	0	Survey Monument Box	EACH	\$ 450.00	\$ -		

Subtotal	\$ 229,705.75
Contingency (5%)	\$ 11,485.29
Mobilization (@10%)	\$ 22,970.58
Traffic Control (@5%)	\$ 11,485.29

TOTAL \$ 275,646.90

February 14, 2023

Agenda #5

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: Contract Award for Professional Services, for the repairs that are needed to fix the damages that occurred to the Pacific Steel & Recycling Arena & facility, located at the ExpoPark.

INITIATED AND PRESENTED BY: Les W. Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-13

BACKGROUND:

Due to an accident caused by a third-party contractor to the Northside of the Pacific Steel & Recycling Arena building located at the ExpoPark; Cascade County Public Works Department reached out to a local engineering firm for architectural/engineering services. These services are relating to the design and construction required to make the structural repairs needed in a timely manner. TD&H was immediately called to obtain their professional opinion on the damages and to survey if any possible safety concern presented itself with the damaged structure or the facilities. The Pacific Steel & Recycling Arena building had a prior scheduled major event set to begin the next day in the same area where the damages occurred.

The concrete header that sits above the two overhead garage doors on the Northside of the facility was damaged after being ran into by a dump truck that had the dump box in the up position when passing through the overhead doorway. This accident caused damages to the center column, to both garage doors and the door rail systems, along with all the brick and blocks above the concrete header. The third-party contractor's insurance carrier has been in contact with the County and will be working with us through the process of getting all necessary repairs made in a timely fashion and at no cost to the County. Due to the timing of this accident and the need for these repairs to be made as soon as possible at the Pacific Steel & Recycling Area so they will have both overhead doors operational for all upcoming events, Public Works recommends awarding the contract to TD&H of Great Falls, MT.

RECOMMENDATION:

Cascade County Staff, after reviewing the Agreement for Engineering Services, Public Works recommends that the Board of County Commissioners award the contract to TD&H Engineering of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chair, I move that the Commission **APPROVE** Contract 23-13, bid proposal from TD&H Engineering for engineering services relating to the design and construction, for the repairs that are needed to fix the damages that occurred to the Pacific Steel & Recycling Arena, located at MT ExpoPark, at 400 3rd St NW, Great Falls, MT, for a total cost of \$19,500.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chair, "I move that the Commission **DISAPPROVE** Contract 23-13."



AGREEMENT FOR ENGINEERING SERVICES

CLIENT: Cascade County Public Works Department
Contact Person: Attn: Les Payne
Address: 279 Vaughn So. Frontage Road
City, ST, Zip: Great Falls, MT 59404

DATE: January 25, 2023

ENGINEER: TD&H ENGINEERING
1800 River Drive North
Great Falls, MT 59401

PROJECT TITLE: Expo Park Header Repair

SCOPE OF SERVICE(S):

ENGINEER shall provide or cause to be provided the services described on Exhibit A – Scope of Services attached hereto. (Referred to herein as the Scope of Service(s)). If the scope/service is not specifically included herein, the scope/service is expressly excluded. **CLIENT** may direct or request changes within the general Scope of Service(s). Upon notification of such direction, **ENGINEER** shall prepare an estimate of the additional cost and time required, if any, to perform the change. Upon mutual written agreement, **ENGINEER** shall perform the change and an appropriate adjustment shall be made to the amount of fee and/or time schedule.

AMOUNT OF FEE:

Estimated **Fees are Valid for 90 days** from the Date provided in the Proposal Letter or the date which this Agreement was delivered to the **CLIENT**; authorization of this Agreement at a date later than 90 days may require an increase in fees and/or additional time required to complete the services at the sole discretion of the **ENGINEER**.

[] **TIME AND MATERIALS.** Fees for **ENGINEER'S** services shall be based on **ENGINEER'S** time and reimbursable expenses. Rates for professional services and are based on **ENGINEER'S** current rate schedule established at its office which is completing the service(s). From time-to-time **ENGINEER** may revise its rates; revised rates will become effective 30 days after **CLIENT** receives written notice of the revised rate schedule. Reimbursable Expenses include mileage, meals and lodging, reproduction, special equipment rental, services of consultants or subcontractors, costs of any equipment or materials provided by **ENGINEER**, and other expenses incurred directly by **ENGINEER** in performing the Scope of Service(s).

An estimate of the fees to complete the Scope of Service(s) is \$ Final Costs may vary, and invoicing shall be for the actual cost to complete the Scope of Service(s). **CLIENT** will be notified by the **ENGINEER** prior to performing any services that would substantially increase the estimated fee.

[**X**] **LUMP SUM.** The lump sum fee to complete the Scope of Service(s) will be.

Engineering Design Services	\$12,500
<u>Construction Inspection</u>	<u>\$ 7,000</u>
Total:	\$19,500

Additional sum if Public Contractor Bidding services are required: \$ 4,500

PAYMENT TO ENGINEER:

A retainer in the amount of \$ is required before beginning services. **ENGINEER** shall credit the amount of the retainer toward the final billing when the services are substantially complete.

Payment for services: At the discretion of the **ENGINEER**, invoices may be sent to the **CLIENT** on a monthly basis or at project milestones. Payment is due upon receipt of the invoice and is past due 30 days from the invoice date. The **CLIENT** agrees to pay a late fee of 1.5 %, compounded monthly, from the invoice date, on the undisputed past due amount. If the invoice is not paid within thirty (30) days, **ENGINEER** may, without waiving any claim or right against **CLIENT**, and without liability whatsoever to **CLIENT**, terminate the performance of the service and begin formal collection procedures. Retainers shall be credited on the final invoice. Any inquiries or questions regarding the substance of the invoice shall be made in writing within ten (10) business days of receipt of the invoice. Failure to notify **ENGINEER** within this time period indicates acceptance of billing for services performed.

GENERAL TERMS AND CONDITIONS

1. **ENGINEER** shall perform its services in a manner consistent with generally accepted professional standards required of it and other design professionals providing similar services under similar conditions in the same locale. **ENGINEER** is authorized to proceed as of the date of this Agreement unless otherwise noted.

2. Any opinion of the construction cost prepared by the **ENGINEER** represents its judgment as a design professional and is supplied for the general guidance of the **CLIENT**. Since the **ENGINEER** has no control over the cost of labor and material, schedules, competitive bidding, or market conditions, the **ENGINEER** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the **CLIENT**. Similarly, **ENGINEER** does not guarantee any proposed schedules for commencement or completion of services.

3. **Project Site:** **ENGINEER** shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall **ENGINEER** be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. **ENGINEER** shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

4. **CLIENT** shall timely provide to **ENGINEER** all criteria and full information as to **CLIENT'S** requirements for the Project; designate a person to act with authority on **CLIENT'S** behalf in respect of all aspects of the Project; examine and respond promptly to **ENGINEER'S** submissions; and give prompt written notice to **ENGINEER** whenever **CLIENT** observes or otherwise becomes aware of any defect in the service. The **ENGINEER** and its employees, agents, and consultants have the right to rely on the accuracy of **CLIENT**-furnished information.

5. **CLIENT** shall, at its cost:

- 1) Procure such legal, accounting, and other counseling services as may be required for successful completion of the Project.
- 2) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, except to the extent that obtaining such approvals and permits has been specifically assigned to **ENGINEER** pursuant to the paragraph entitled "Scope of Service(s)."
- 3) Pay all review and filing fees required by governmental agencies.
- 4) Pay all costs incidental to obtaining bids or proposals from contractor(s).
- 5) Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER'S** services under this Agreement.

6. This Agreement may be terminated:

- 1) By mutual written consent of both parties.
- 2) By either party upon seven days written notice in the event of a material breach by the other party in performing its obligations under this Agreement, and upon the failure of the

breaching party to cure within the seven-day notice period its material breach.

In the event of any termination, **CLIENT** shall pay **ENGINEER** for all services rendered and all reimbursable expenses incurred to the date of termination. If the termination is a result of a material breach by **CLIENT**, **CLIENT** shall pay **ENGINEER** reasonable termination expenses.

7. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8. This Agreement is binding upon **CLIENT** and **ENGINEER** and each of their successors, assigns, and legal representatives. The Authorized Representative assumes responsibility along with the **CLIENT** for performance under the terms of this contract. The undersigned agrees to be personally responsible for the total balance due.

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11. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **CLIENT** and **ENGINEER**.

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"Scope of Service(s)." With the exception of such expressly required services, **ENGINEER** shall have no design, construction document, or other obligations during or following construction, and **CLIENT** assumes all responsibility for the application and interpretation of the contract documents, review and response to contractor requests for clarifications and substitutions, claim submittals, equipment and material product data and all associated technical and contractual interpretations, contract administration, processing change orders, revisions to the contract documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. **CLIENT** waives all claims against the **ENGINEER** that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required of **ENGINEER** in Exhibit A - "Scope of Service(s)".

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15. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the **CLIENT** or **ENGINEER**. **ENGINEER'S** services hereunder are being performed solely for the benefit of the **CLIENT**, and no other entity shall have any claim against **ENGINEER** because of this Agreement or **ENGINEER'S** performance of services hereunder. This Agreement and the design may not be transferred or assigned by either Party without written consent. **ENGINEER** shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not under its direct control.

16. Risk Allocation: The **CLIENT** agrees that, to the fullest extent permitted by law, the **ENGINEER'S** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, or damages of any kind, arising out of this Agreement or relating to the **ENGINEER'S** services, which are specifically subject to any claim (not the aggregated value of all services) including but not limited to claims of **ENGINEER** negligence, errors, omissions, liability, breach of contract, or any other cause(s), shall not exceed the total fee paid to Engineer, or \$50,000, whichever is greater.

17. Limitation of Liability: Notwithstanding anything contrary in this Agreement, **CLIENT** expressly agrees that any liability arising out of this project shall be limited to the Consultant and its applicable insurance and shall not be the basis of personal liability as to Consultant's owners, officers, directors, or employees. The Parties waive claims against each other for consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including but not limited to losses of use, profits, income, rent, overhead, business, reputation, or financing. **ENGINEER** will be responsible for the Standard of Care described herein.

18. CLIENT Negligence/Liability: For claims, damages, losses,

or expenses caused in whole or in part by the negligent act or omission and/or strict liability of the **CLIENT** or employees of the **CLIENT**, including other design professionals or subcontractors, the **CLIENT** shall defend, subject to the limitations set forth in MCA 2-9-108, and indemnify the **ENGINEER** and all of its personnel (including reasonable attorney's fees) for third party claims, damages, or liabilities to the extent actually wholly caused by the **CLIENT'S** negligence, willful misconduct, or breach of this Agreement.

19. Not Used

20. Standard of Care: **ENGINEER'S** services shall be provided consistent with and limited to the professional standard of care which is the skill and care ordinarily provided by similarly situated professionals practicing in the same or similar locality under the same or similar circumstances.

21. Delay: **ENGINEER** shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without fault or negligence of **ENGINEER** or its subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of **CLIENT** and its consultants, contractors and agents, including, without limitation, their failure to furnish information in a timely fashion and/or their faulty or untimely performance.

22. Corporate Responsibility: **ENGINEER'S** Services shall not be subject to individual employees, officers or directors, including any **ENGINEER** who affixed his or her seal to the drawings, specifications or other documents prepared by or under the supervision of licensee for the Project, to any personal legal exposure for the risks associated with this Project. **CLIENT** agrees that as **CLIENT'S** sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering, a Montana state corporation, and not against any of Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering's individual employees, officers or directors.

The parties' consent to the foregoing terms, including any attachments.

CLIENT: Cascade County
BY: _____
(signature) _____

TITLE: _____

DATE: _____

ENGINEER: TD&H ENGINEERING

BY: 
(signature) _____

TITLE: Rodney R. Blake, P.E.

DATE: January 24, 2023

"EXHIBIT A"

Scope of Services

TD&H will provide design and construction administration services for the header repair assuming a contractor can perform the work without the requirement to go out to public bid. Should a public bid be required, the County will need to provide written approval prior to TD&H performing the work based on the additional fee of \$4,500 provided in the cover letter and contract. The following is our proposed scope of services:

1. Provide Bid Document Design Services:

- a. Provide a site visit to observe the roof conditions, measure the existing wall, and determine header repair requirements.
- b. TD&H will perform roof and wind load calculations to design the new header. We will perform the design to try to match the look of a pre-existing condition. We will also research and specify replacement doors to match existing.
- c. TD&H will provide plan sheets for the repair and on plan specifications that can be used by the contractor to provide a price to the County and to perform the work. The plans will show specifics for the replacement of the masonry wall on the north wall including a new header across both openings. We will also specify overhead door requirements on the plans based on recommendations from the County. Our assumption is that the County will set up its own contract directly with low bid contractor to do the work. Under our design services, TD&H will not provide an EJCDC contract document since this would only be required for a public bid. The construction contractor will be responsible for proper completion of work and during construction TD&H will observe and report to the County items visually detectable during our site visits. This assumes that the contractor's price will come in less than the County's maximum allowed for a sole source contract award. No bid documents besides the plans (with on plan specs) will be provided to the contractor for bidding.
- d. An internal quality assurance check will be performed to ensure the plans are ready for bidding.
- e. If any of the following design assumptions are not correct, or you would like these services to be required for this project, please let us know so we can adjust our scope and fee:
 - i. No mechanical and electrical engineers or architects will be required for this repair design. We will make sure that the contractor knows they are responsible to place in their bids any costs related to meeting architectural, electrical and/or mechanical code requirements.
 - ii. No design report will be required.
 - iii. No bid package will be provided.
 - iv. No shoring design will be provided. It is assumed that the contractor will provide this service when the contract is awarded.
 - v. No advertising fees or permit fees.
 - vi. We have not included time to compare material and method construction alternatives if proposed by the contractor.

2. Construction Administration Services:

- a. Attendance at a pre-construction meeting with the contractor that receives the award.
- b. There will be up to 5 site inspection visits during the project based on addressing contractor concerns and to verify progress of construction.
- c. Answer contractor RFIs that come up during construction.
- d. Perform concrete in field and lab testing and grout testing (if/as required).
- e. Perform shop drawing review of the roofing materials and other items that are to be used for construction.
- f. Perform a final walk through with the contractor and create a final punch list for them to complete.
- g. Review contractors pay requests.
- h. Process and review contractor change order requests (if/as required).
- i. Perform an additional walk through to verify final punch list requirements are met.
- j. If any of the following construction services assumptions are not correct, or you would like these services to be required for this project, please let us know so we can adjust our scope and fee:
 - i. We will not allow nor allot time towards the review of contractor material or methods substitution requests.
 - ii. We will not be involved with full time oversight of construction. Keep in mind that without full time oversight, we will not be able to observe and report on work that occurs when we are not present.

The following services may not be required if the contractor price comes in below the County's maximum sole award limit.

3. Provide Contractor Bidding Services (if required):

- a. Using the already created plans and specifications produced during the design phase, TD&H will create bid documents using the EJCDC template.
- b. Answer bidding RFIs that come from contractors.
- c. Addenda preparation that may be required to address questions from contractors.
- d. Attendance at the bid opening. We can be as involved as you like in running the bid opening.
- e. Provide a letter of recommendation to the County after review of the construction bids.
- f. If any of the following bidding services assumptions are not correct, or you would like these services to be required for this project, please let us know so we can adjust our scope and fee:
 - i. Only one bid time period and bid opening for this project will be performed.
 - ii. Building permit fees and bidding advertisement fees shall be paid directly for by the County and not by TD&H as part of this contract.











February 14, 2023

Agenda #6

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Award for Professional Services Agreement
(Removal of ADC Underground Fuel Storage)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 23-14

BACKGROUND:

Cascade County Public Works Department, and the Cascade County Sheriff's Office, was budgeted and approved to use \$60,000.00 in ARPA funds, for the removal of all underground fuel lines and fuel holding tanks, and the design and installation of a water holding tank for the sally port, all located at 3800 Ulm N Frontage Rd. Public Works, is in need of engineering services relating to the design, bidding and contracting of this project, and because Big Sky Civil, of Great Falls, was involved in this project many years back, they had all the documentation still on hand, and are already familiar with this project, which would allow them to keep the cost down. Public Works believes that Big Sky Civil would be the best engineering firm, to provide professional services to Cascade County, for a total cost of \$7,950.00, which would be paid out of the allowable \$60,000.00 in ARPA funds. The amount of this contract did not require public sealed bids, for RFQ's, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award the contract to Big Sky Civil Engineering of Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 23-14, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the removal of all underground fuel lines, and fuel holding tanks, that are located at the Cascade County Sheriff's Office, for a total cost of \$7,950.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 23-14".

Professional Services Agreement

Date: February 2, 2023

Client: Cascade County
Board of County Commissioners

Address: Cascade County Courthouse Annex
325 2nd Ave North, Room 111
Great Falls, MT 59404

Project: Correctional Facility Fuel Tank Systems

CLIENT hereby requests and authorizes **ENGINEER** (Big Sky Civil & Environmental, Inc.) to perform the following services:

Scope: Provide planning, design, contractor procurement, and construction oversight services for the following: remove existing oil/water separator, remove underground and aboveground fuel storage tanks, remove underground fuel lines, install water holding tank for sallyport drainage, and miscellaneous piping modifications.

Compensation: Lump sum fee of \$7,950

CLIENT shall be responsible for:

- Furnish access to the site as needed
- Provide timely review/comment of bid documents

If technical or professional services are furnished under this AGREEMENT by an outside source, an additional ___% shall be added to the cost of said services for **ENGINEER'S** overhead and administration.

Miscellaneous:

Services covered by this AGREEMENT shall be performed in accordance with **PROVISIONS** attached hereto.

Approved for **CLIENT**

By _____

Title _____

Accepted for **ENGINEER**

By _____

Title _____

Late Payment: Payments are due within 30 days of invoice date. Penalties on late payments shall be assessed a rate of 18% per annum (1½ %/month). This includes interest plus direct costs for rebilling, postage, etc.

PROVISIONS

1. AUTHORIZATION TO PROCEED: Signing this form shall be construed as AGREEMENT by CLIENT for ENGINEER to proceed with work, unless otherwise provided for in the AGREEMENT.

2. BILLING RATES: ENGINEER billing rates shall be the amount of salaries paid ENGINEER'S employees for work performed on CLIENT'S project, plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. PER DIEM RATES: ENGINEER per diem rates are those fees published in ENGINEER'S office, which are charged for work performed on CLIENT'S Project by ENGINEER'S employees.

4. DIRECT EXPENSES: ENGINEER'S direct expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not necessarily limited to transportation costs (including mileage at ENGINEER'S current rate when automobiles are used), meals and lodging, laboratory tests and analyses, computer services, mag-card, typewriter services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by ENGINEER.

5. OUTSIDE SERVICES: When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for ENGINEER'S administrative costs, as provided on the reverse side of this agreement.

6. COST ESTIMATES: Any cost estimates provided by ENGINEER will be on a basis of experience and judgement, but since it has no control over market conditions or bidding procedures ENGINEER cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

7. PROFESSIONAL STANDARDS: ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, reports and other work and materials furnished under this AGREEMENT. ENGINEER makes no other warranty, express or implied.

8. TERMINATION: Either CLIENT or ENGINEER may terminate this AGREEMENT by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay ENGINEER in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

9. ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Either CLIENT or ENGINEER may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this AGREEMENT may include, by consolidation, joinder, or in any other manner, any additional party not a party to this AGREEMENT.

10. LEGAL EXPENSES: In the event legal action is brought by CLIENT or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such amounts for legal and attorney fees, costs, and expenses.

11. PAYMENT TO ENGINEER: Monthly invoices will be issued by ENGINEER for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Penalty at the rate of 1-1/2% per month will be charged on all past-due amounts. The 1-1/2% per month penalty covers the allowable interest charge, plus direct costs incurred by ENGINEER.

12. LIMITATION OF LIABILITY: ENGINEER liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

13. FILING, PERMIT, AND REVIEW FEES: The Client shall be responsible for all filing, permitting, and governmental review fees.

If any one or more of the provisions contained in this Agreement shall be held legally unenforceable, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

Underground Tank
600 GAL OIL

2" VENT UP TO
12" ABOVE GRADE
AND TURN DOWN

3" PUMP OUT
CORRECTION

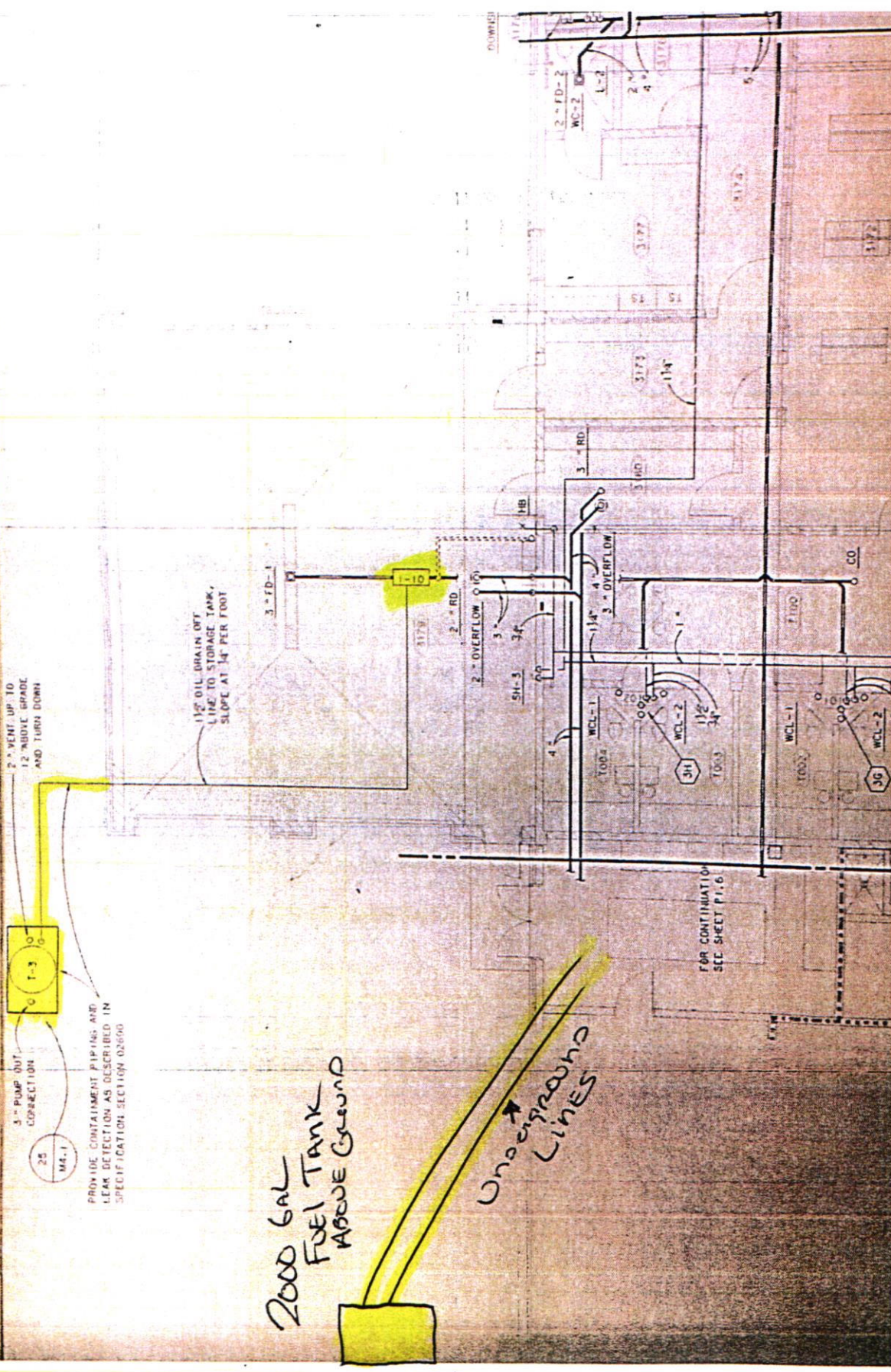


PROVIDE CONTAINMENT PIPING AND
LEAK DETECTION AS DESCRIBED IN
SPECIFICATION SECTION 02600

1 1/2" OIL DRAIN OFF
LINE TO STORAGE TANK,
SLOPE AT 1/4" PER FOOT

2000 GAL
FUEL TANK
ABOVE GROUND

Underground
Lines



FOR CONTINUATION
SEE SHEET P1.6

February 14, 2023

Agenda #7

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: 2009 Chevrolet Suburban

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Award: Contract 23-18

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department has been searching for a ¾ ton suburban, or crew cab pickup, that can be used at the Health Department. This particular vehicle will be used for the Public Emergency Preparedness Program. This large SUV, will be assigned and used mostly by the Health Department. Only one estimate was received, this being from, ASIA MOTORS INC, of Melrose Park IL, with a purchase price of \$26,000.00 and \$1600.00 for shipping, for a total cost to the county, of \$27,600.00.

RECOMMENDATION:

Cascade County Staff recommends the commission approve Contract 23-18 for the purchase of one used 2009 Chevrolet Suburban LS 2500, 4x4, with 54,142 miles, from ASIA MOTORS INC, of Melrose, Park IL, for a final purchase price of \$27,600.00, price includes delivery to Great Falls, MT.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move the Cascade County Commission APPROVE Contract 23-18 for the purchase of one 2009 Chevrolet Suburban LS 2500, 4x4, with 54,142 miles, from ASIA MOTORS INC, of Melrose Park IL, and instruct staff to complete the purchasing process, for the total cost to the county of \$27,600.00."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move the Cascade County Commission DISAPPROVE Contract 23-18."

ASIA MOTORS INC

HOME OF USED POLICE CARS

2300 N.MANNHEIM ROAD

MELROSE PARK IL 60164

TEL (847) 447-3500 FAX:- (708) 447-3381

02/06/2023

PURCHASER:

CASCADE COUNTY

PHONE: 406-454-6928

STREET: 279 Vaughn S. Frontage Rd

CITY: Great Falls

ST: MT ZIP: 59404

The seller hereby agrees to sell and the Purchaser hereby agrees to Purchase upon the terms and conditions hereby set forth, the following described used motor vehicle or vehicles. It being mutually agreed that there are no representations, promises, verbal understandings or agreements pertaining to this sale contract except those stated herein. This said used motor vehicle or vehicles is/are accepted by the purchaser in its, or their present condition with its present equipment and without guarantee or warranty and purchased wholesale for retail purposes. We will not assume responsibility for damages done to motor vehicles being delivered to purchaser's premises.

STOCK #	YEAR/MAKE	MODEL/STYLE	IDENT/SERIAL NO.	MILEAGE	PRICE
21460	2009 CHEV	SUBURBAN	1GNGK46K29R231684	54,142	\$26,000.00
			SHIPPING		\$1,600.00
				BALANCE	\$27,600.00

ODOMETER DISCLOSURE STATEMENT

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP, FAILURE TO COMPLETE OR PROVIDING FALSE STATEMENT MAY RESULT IN AND/OR IMPRISONMENT.

(1) I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

(2) I/WE HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.

WARNING-ODOMETER DISCREPANCY.

FOR RESALE

TITLE WILL NOT PASS UNTIL CHECK HAS CLEARED

BY:

ACCEPTED

PURCHASER: _____

RESALE CERT NO: _____

BILL OF SALE

SELLER	BUYER(S)												
ASIA MOTORS INC 2300 NORTH MANNHEIM RD MELROSE PARK, IL 60164 847-447-3500 Date: 2/06/23 Salesman:	CASCADE COUNTY 279 VAUGHN S FRONTAGE RD GREAT FALLS, MT 59404 County: CASCADE Phone: 406-454-6928												
DESCRIPTION OF VEHICLE SOLD	DESCRIPTION OF TRADE-IN(S)												
Stock #:21460 Year: 2009 Make: CHEVROLET Model: SUBURBAN Body Type: 4DR Color: BLUE Tag: Mileage: 54142 VIN: 1GNGK46K29R231684	Trade # 1: N/A VIN: Mileage: Trade # 2: N/A VIN: Mileage:												
SETTLEMENT													
WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Seller makes no warranty of any kind, express or implied, as to the merchantability or fitness for a particular purpose of the vehicle covered by this agreement, and buyer understands and agrees that such vehicle, whether new or used is sold "AS-IS" and "WITH ALL FAULTS". <div style="text-align: right;">LIEN HOLDER</div>	<table style="width:100%;"> <tr> <td style="text-align: right;">Price:</td> <td style="text-align: right;">26,000.00</td> </tr> <tr> <td style="text-align: right;">Less Trade Allowance:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Difference:</td> <td style="text-align: right;">26,000.00</td> </tr> <tr> <td style="text-align: right;">Payoff on Trade-In</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Sales Tax:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Tag & Title Fee::</td> <td style="text-align: right;">N/A</td> </tr> </table>	Price:	26,000.00	Less Trade Allowance:	N/A	Difference:	26,000.00	Payoff on Trade-In	N/A	Sales Tax:	N/A	Tag & Title Fee::	N/A
Price:	26,000.00												
Less Trade Allowance:	N/A												
Difference:	26,000.00												
Payoff on Trade-In	N/A												
Sales Tax:	N/A												
Tag & Title Fee::	N/A												
TAX JURISDICTION BREAKDOWN	<table style="width:100%;"> <tr> <td style="text-align: right;">Shipping-1:</td> <td style="text-align: right;">1,600.00</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">27,600.00</td> </tr> <tr> <td style="text-align: right;">Less Cash Down Payment:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">Deferred Down Payment:</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td style="text-align: right;">BALANCE REMAINING:</td> <td style="text-align: right;">27,600.00</td> </tr> </table>	Shipping-1:	1,600.00	Total:	27,600.00	Less Cash Down Payment:	N/A	Deferred Down Payment:	N/A	BALANCE REMAINING:	27,600.00		
Shipping-1:	1,600.00												
Total:	27,600.00												
Less Cash Down Payment:	N/A												
Deferred Down Payment:	N/A												
BALANCE REMAINING:	27,600.00												
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8.500 %	0.00												
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0.000 %	0.00												
1.000 %	0.00												

CONTRARY LANGUAGE DISCLOSURE The following applies to all vehicles sold as "DEMONSTRATOR" or "USED". The information you see on the window form (entitled "Buyer's Guide") for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.

WILL NOT PROVIDE ANY LOANER VEHICLE

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER

ALL SALES FINAL

BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OR LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER.

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER.
 I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON DELIVERY.

Accepted This Date: 2/06/23
 By _____
 Purchase Order must be accepted by an officer or manager of the Company.



< Back to Inventory

2009 Chevrolet Suburban LS 2500 4X4 Tow Package 8-Passenger Rear A/C New Tires



Photo Viewer
63 Images

Price ~~\$27,795~~

\$26,000 + \$1,600 shipping

 Service History

N/A Vehicle Use



Features

- | | |
|--------------------------|-------------------------|
| ✓ 8 Passenger | ✓ Anti-Lock Brakes |
| ✓ Keyless Entry | ✓ Driver Air Bag |
| ✓ Power Door Locks | ✓ Passenger Air Bag |
| ✓ Power Windows | ✓ Rear A/C |
| ✓ Tilt Wheel | ✓ Towing Package |
| ✓ Dual Power Mirrors | ✓ Interval Wipers |
| ✓ AM/FM Stereo | ✓ Courtesy Lights |
| ✓ Carpet Flooring | ✓ 3rd Row Seat |
| ✓ Air Conditioning | ✓ Cruise Control |
| ✓ 4x4 | ✓ Power Mirrors |
| ✓ Power Seats | ✓ Power Steering |
| ✓ Running Boards | ✓ Rear Window Defroster |
| ✓ Clock | ✓ CD player |
| ✓ Reclining Bucket Seats | ✓ Traction Control |
| ✓ Front Bucket Seats | ✓ Trip Odometer |
| ✓ New Tires | |

Inquire about this vehicle

Vehicle interested in: **2009 Chevrolet Suburban LS 2500 4X4 Tow Package 8-Passenger Rear A/C New Tires**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:



I'm not a robot

reCAPTCHA
Privacy - Terms

SUBMIT



This report provided free of charge by:

Asia Motors Inc

2300 N Mannheim Rd
Melrose Park, IL 60164

847-416-8231

★ **3.4 / 5.0**

12 Verified Reviews



Vehicle History Report™

US \$39.99

2009 CHEVROLET K2500 SUBURBAN LS

VIN: 1GNGK46K29R231684
4 DOOR WAGON/SPORT
UTILITY
6.0L V8 F OHV 16V
GASOLINE
REAR WHEEL DRIVE W/ 4X4

This CARFAX Report Provided
by:

Asia Motors Inc

★ **3.4 / 5.0**

12 Verified Reviews



Accident reported



1 Service history record



CARFAX 1-Owner vehicle



Last owned in Illinois



9 Detailed records available



54,157 Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 2/6/23 at 3:14:18 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Ownership History

The number of owners is estimated

Owner 1

Year purchased	2009
Type of owner	---
Estimated length of ownership	12 yrs. 4 mo.
Owned in the following states/provinces	Virginia, Illinois
Estimated miles driven per year	---
Last reported odometer reading	54,157



Title History

CARFAX guarantees the information in this section

Owner 1

08/01/2011 9,005

Virginia
Inspection Station
Alexandria, VA

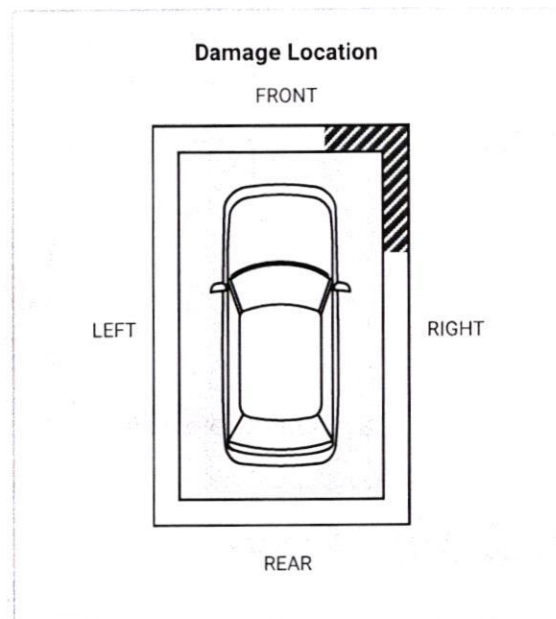
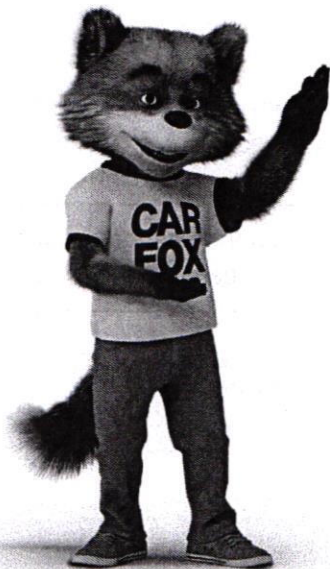
Passed emissions inspection

09/22/2011

Damage Report



Accident reported
- Damage to right front



09/09/2021 54,116

Auto Auction

Vehicle sold



Millions of used vehicles are bought and sold at auction every year.

09/09/2021

Illinois
Motor Vehicle Dept.

Vehicle purchase reported

01/13/2022

Illinois
Motor Vehicle Dept.
Melrose Park, IL
Title #220134001660

Title issued or updated

- Dealer took title of this vehicle while it was in inventory
- Exempt from odometer reporting
- Vehicle color noted as Blue

02/17/2022 54,142

Asia Motors Inc
Melrose Park, IL
★ 3.4 / 5.0
12 Verified Reviews

Vehicle offered for sale

February 14, 2023

Agenda #8

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract with Summit Food Services, LLC for Food Services at the Cascade County Adult Detention Center

INITIATED & PRESENTED BY: Captain William Darby

ACTION REQUESTED: Approval of Contract 23-19

BACKGROUND:

The Cascade County Sheriff's Office advertised an RFP seeking proposals from qualified vendors to provide Inmate Food Services for Cascade County at the Adult Detention Center. Having received bids from Trinity Services Group Inc, and Summit Food Services LLC Cascade County voted on December 16, 2022, to accept the bid submitted by Summit Food Services, LLC based upon the recommendation of the Cascade County Sheriff's Office following a review and scoring of the bid proposals. Contract 22-203 represents the terms and conditions which have been negotiated between Cascade County and Summit Food Services LLC for Food Services at the Cascade County Adult Detention Center. The total cost of the of inmate food services is \$1,875 per meal with 14 holiday meals provided. It includes a \$200,000.00 signing bonus for future capitol improvements to the kitchen as well as 20% commission on all hot meal sales. The Contract term is for 5 years with an effective commencement date of December 19, 2022.

TERM: 5 years

AMOUNT: \$1.875 per meal

RECOMMENDATION: Approval of Contract 23-19

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 23-19, a Contract with Summit Food Services for Food Services, LLC for the Cascade County Adult Detention Center.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 23-19.

CONTRACT

23-19

AGENDA ITEM
#8

AGREEMENT TO PROVIDE FOOD SERVICES TO CASCADE COUNTY
AT THE ADULT DETENTION CENTER

The following Agreement to Provide Food Services (the Agreement) is hereby made and entered into this 16th day of December 2022, between **Cascade County** (hereinafter "the County"), 325 2nd Avenue North, Room 111, Great Falls, Montana 59401, and **Summit Correctional Services** (hereinafter "Summit") 500 East 52nd Street North, Sioux Falls, South Dakota 57104. For mutual covenants provided herein and as set forth to provide the Cascade County Adult Detention Center (hereinafter "the Facility") Food Services as outlined herein, (hereinafter "Food Services"), it is agreed as follows:

1. TERM AND INTENT

- 1.1 The County grants Summit the exclusive right to operate and provide Food Services and related products within the Facility to all inmates, and County employees, agents, and other persons.
- 1.2 This Agreement shall commence on December 19, 2022 (the "Commencement Date") or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through December 18, 2027. The Agreement can renew for three (3) additional one-year periods, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

- 2.1. Agreement. In order of precedence: (i) this Agreement, Compliant Meal Exhibits Weeks 1-4 and Schedules, as amended and, where specifically included by reference, (ii) Summit's Proposal and (iii) the Solicitation.
- 2.2. Cascade County Adult Detention Center. The Facility located at 3800 Ulm North Frontage Road, Great Falls, Montana 59404 where the Food Service Premises is located.
- 2.3. Day. Unless otherwise specified, for purposes of this Agreement, day means calendar days.
- 2.4. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.5. Food Service. Operations and Products to be provided by Summit in accordance with this Agreement related to the preparation and service of inmate meals, including the inmate "Fresh Express Program", and the preparation and service of Officer meals. Summit will be allowed to sell food, beverages, goods, merchandise, and other items at the Facility to all County employees, Contract Staff, agents, and other persons. Food Service to be provided by Summit specifically excludes the provision of all items dispensed through Inmate Commissary which Summit acknowledges is the contractual responsibility of Keefe.
- 2.6. Food Service Premises. Reasonable and appropriate space for Summit to prepare and perform Food Service within the Facility including kitchen, service, office, and storage areas.
- 2.7. Governmental Rule. Any statute, law, rule, regulation, ordinance, or code of any governmental entity (whether federal, state, local or otherwise).
- 2.8. Office Equipment. All office items reasonably necessary for Summit staff to perform office-related functions at the Facility including, without limitation, furniture (e.g. desk, chair, file cabinet),

equipment (e.g. phone,), parking spaces and locker/break room facilities.

- 2.9. PCI Standards. All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.10. Products. Includes but it not limited to food, beverages, goods, merchandise, and supplies.
- 2.11. Proprietary, Confidential and Trade Secret Information. Summit shall advise the County of records and information legitimately meeting the provisions of Montana's Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, et seq., which shall clearly be marked by Summit and separated from public records and information. Summit will be solely responsible for all legal costs and fees associated with any defense by the County, of Summit's claim for proprietary, confidential and trade secret protection in the event of an open records request from another party which Summit chooses to oppose. Summit will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying, and saving harmless the County, or Summit will immediately withdraw its opposition to the open records request and permit the County to release the documents for examination. The County will inform Summit in writing of any open records request that is made, and Summit will have five working days from receipt of the notice to notify the County in writing whether Summit opposes the request or not. Failure to provide that notice in writing will waive the claim of proprietary, confidential and trade secret protection and allow the County to treat the documents as a public record. Moreover, the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the County.
- 2.12. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, cups, containers, and carts.
- 2.13. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.14. Supervisory Personnel. Those persons who either directly or indirectly, perform management or professional services on behalf of Summit including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.
- 2.15. Utilities and Amenities. All utilities reasonably requested by Summit to provide Food Services at the Facility including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, garbage removal services, exterminator services, telephone services, and sewage disposal services.
- 2.16. Week. Unless otherwise specified, for purposes of this Agreement a week commences on Saturday and ends on Friday.

3. FOOD SERVICES

- 3.1 Food Service. Summit will provide, perform, and have direct oversight of all Food Services at the Facility which shall include, without limitation, preparation and service of food and beverages at the Facility to all inmates, County personnel and other non-detainees.
- 3.2 Program Specifications.
 - A. Menu. Summit shall provide a 4-week menu cycle as attached as Meal Exhibits weeks 1 through 4. Summit reserves the right to adjust the menu as it deems necessary for operations, subject to the prior approval of County.

- B. Inmate Labor. The County shall provide a minimum of 10 inmate workers per meal period. The County shall be solely responsible for inmate wages.
- C. Bag Lunches. Summit shall provide Bag Lunches (consisting of two (2) meat or PBJ sandwiches, chips, cookie, and drink packet) upon request.
- D. Medical Meals. Summit shall provide Medical Meals upon request.
- E. Religious Meals. Summit shall provide Religious Meals upon request.
- F. Holiday Meals. Summit shall provide a minimum of 5 Holiday/Spirit Lifter Meals for the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas.
- G. Micro Market. Summit shall provide, install, stock, and maintain a small area for the sale of specialty items, which may include food, drinks and snacks for officers, civilian staff and contract employees.
- H. Regular Meal. All inmate meals not defined as Medical, Religious, Fresh Express or Officer Dining.
- I. Fresh Express. Summit shall provide specialty meals in addition to regular meal service that offenders will be able to purchase using their personal funds. The County will receive a commission rate of 20% on the sale of Fresh Express orders. This commission will be paid out monthly in the form of a check to the Cascade County Sheriff's Office.
- J. Officer Dining. Summit shall provide an Officer Dining program for Staff.
- K. Special Functions/Catering. Summit shall provide Food Service upon request for Special Functions, such as group trainings and meetings, taking place at the Facility. Fees for these services shall be governed by the menu, manner and time of service, and shall be established by mutual agreement of Summit and the County or the independent third-party sponsoring the Special Function.
- L. Locations. Summit shall operate and manage Food Services and the Food Services Premises at the Facility and at other locations as mutually agreed upon by the County and Summit.
- M. Hours. Summit shall provide necessary Food Services at such hours as the County and Summit mutually agree.
- 3.3 Purchasing. Summit shall purchase all Products necessary to fulfill Summit's obligations under this Agreement.
- 3.4 Inventory. Summit will purchase and retain ownership of all food, beverage, and supplies, (exclusive of Servicewares, Smallwares and Food Preparation Equipment). Upon termination of this Agreement for any reason, at Summit's option, (i) Summit may remove and retain any remaining Product inventory or (ii) the County may purchase from Summit, at Summit's invoice cost, any remaining Product inventory.
- 3.5 Cleaning. Summit and the County shall be jointly responsible for housekeeping and sanitation in the food preparation, storage and service areas of the Food Services Premises of the Facility. Summit shall perform routine cleaning and housekeeping in the food preparation and service areas. The County shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Facility as defined herein. The County shall be responsible for setting up and cleaning the Facility for functions not managed by Summit, in addition to any related charges. The County shall be responsible for removal of refuse from the collection areas and all refuse removal charges.

4. PERSONNEL

- 4.1. Personnel. Summit shall provide all personnel necessary to fully perform its obligations under this Agreement. At no time shall personnel engaged by Summit be deemed to be employees of the County. Summit's personnel shall comply at all times with all County imposed rules and regulations while at the Facility. The County agrees to provide Summit notice of any proposed changes in rules at least thirty (30) calendar days prior to implementation. Summit shall immediately comply with any written County directives regarding removal of Summit personnel; provided such requests are non-discriminatory and comply with all laws and regulations governing employment.
- 4.2. Worker's Compensation and Employment Laws. Summit shall comply with the provisions of the Montana Workers' Compensation Act while performing work for County in accordance with §§ 39-71-401, 39-71-405, and 39-71-417. Proof of compliance must be in the form of workers' compensation insurance, independent contractor's exemption or documentation of corporate officer status. Neither Summit nor its personnel are County employees. This insurance must be valid for the entire Agreement and any renewal. Further, Summit shall comply with all applicable labor and employment laws, including but not limited to, the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Summit employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.
- 4.3. Background Checks. Summit personnel shall be periodically subject to background checks in the sole and absolute discretion of County. Summit personnel must successfully pass, as solely determined by the County, all such checks in order to be granted physical access to the Facility.

5. FOOD SERVICE PREMISES, FACILITY, UTILITIES AND EQUIPMENT

- 5.1 Food Service Premises. The Food Service Premises shall be maintained in good condition by the County to enable Summit to perform its obligations hereunder. The County shall be responsible for any modifications or alterations to the Food Service Premises and Facility which are necessary to comply with applicable Governmental Rules. Summit shall have no obligation to maintain or repair the Facility.
- 5.2 Equipment. Without limiting the foregoing, the County shall permit Summit to use all of the County's Food Preparation Equipment in the performance of this Agreement. The Food Preparation Equipment provided by the County shall be commercial grade, in good condition and maintained, repaired or replaced by the County as necessary. Summit and the County shall inventory the County's Food Preparation Equipment within thirty (30) days after the Commencement Date of this Agreement. Summit shall take reasonable care of all Food Preparation Equipment under its custody and control. Upon mutual agreement, if the County fails to make necessary repairs or replacement to the Food Service Equipment within a reasonable amount of time, Summit shall have the right to effect equipment repairs or replacements at the County's expense. Summit shall retain title to such equipment hereunder and shall be entitled to assert a security interest in any such equipment purchased or repaired under this section provided that once the purchase price of the equipment or equipment repair costs is provided to Summit, Summit shall release the security interest and title for any such equipment to the County.

- 5.3 Facility. At its own expense, the County shall maintain, repair, replace, and keep in safe operating condition said Facility.
- 5.4 Smallwares and Servicewares. At its own expense, the County shall furnish Summit with the appliances, wares and equipment (Smallwares and Servicewares) reasonably requested by Summit.
- 5.5 Computer Equipment.
- A. Internet Access. The County shall permit Summit to select its internet service provider, shall provide reasonable physical access to the Facility location where a high-speed internet connection will be installed, and shall permit Summit (or its authorized agent) to install a router and dedicated high-speed internet circuit. The County shall provide Summit with reasonable access to electrical outlets and, subject to prior written approval by County and at the County's sole discretion, preexisting CAT5 cabling.
- B. Software. Summit will license products, software and maintenance (collectively "Software") for use in providing services in accordance with this Agreement. Summit has procured a license to access and use Summit's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for the Facility. Summit warrants that all Summit Software provided with this Agreement, including without limitation, the NDB, food production systems, and accounting systems, is owned by or licensed to Summit and that Summit has the legal authority to grant County permission to utilize such Software during the term of this Agreement. The County's access or use of such software shall not be deemed to create any right, title, or copyright to the County for such software. Upon termination of this Agreement by either party, County's right to access, utilize or possess any such Software shall cease.
- C. Credit Card Processing. If requested by the County, Summit will accept and process credit card payments for sales of food, beverage, goods, merchandise, and services by County's employee, agents or contractors provided for as part of Summit's Food Service. Summit shall process credit card transactions using equipment solely provided by Summit. Summit will be responsible for its equipment compliance with PCI Standards.

6. LICENSES, PERMITS AND TAXES

- 6.1 Licenses and Permits. Summit shall procure and thereafter maintain and post all necessary food licenses and permits as required by federal, state and local law. The County represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Facility. The Parties hereto agree to notify the other Party immediately upon receiving notice of loss of any such permit or license.
- 6.2 Taxes. In the event a sales tax is implemented in the state of Montana, Summit shall be responsible for collecting and remitting sales tax on applicable sales collected by Summit. Unless the County provides documentation of the County's federal and state tax-exempt status to Summit's sole satisfaction, the County shall reimburse Summit for state and local sales tax on the full amount of charges and fees billed to the County. The County shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Facility resulting from the Food Services provided for hereunder. The County shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of

the Commencement Date. The County shall notify Summit promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

- Inmate Meal Rate.
 - Scaled Rate. The County shall pay Summit the rate per Inmate Meal based on that day's inmate population for the number of meals prepared:

Inmate Price Per Meal	Rate
<300	TBN
300-324	\$2.014
325 – 349	\$1.944
350 – 374	\$1.884
375 – 399	\$1.833
400 – 424	\$1.788
425 – 449	\$1.757
450 – 474	\$1.730
475 – 499	\$1.707
500+	\$1.684

The rate shall not include charges for supplements and equipment purchases or repairs outside of the allotted Repair Fund outlined below.

- Prepackaged Medical and Religious Meals. The Pricing for Prepackaged Religious or Medical meals shall be agreed upon between the parties.
- Inmate Worker Meals. Client shall be responsible for the cost of any inmate worker meals consumed before, during or after shift
- County Personnel/Non-detainee Meals. Summit shall charge the County \$2.99 per "Officer Dining" meal ordered by or for Detention Staff. Officer Dining meals shall be made available for all Sheriff's Office Staff, to include contract workers, at their own expense.
- Micro-Market. Summit shall install a Micro-Market for the Staff to purchase from. Summit retains the right to adjust pricing and items sold at the Micro-Market at its sole discretion.

D. Fresh Express. A monthly Commission will be paid at twenty percent (20%) on the Fresh Express

Program.

- E. Repair Fund. Summit shall supply up to \$500.00 toward equipment repairs in the kitchen and dining facility.
- F. Investment. Summit agrees to invest, via a Two Hundred Thousand Dollars (\$200,000.00) payment to the County, in upgrades to the Facility and its equipment upon full execution of this Agreement. Should this Agreement terminate for any reason other than Summit's breach of contract, Summit shall be entitled to recoup a prorated portion of said investment. The prorated reimbursement amount will be calculated as Two Hundred Thousand Dollars (\$200,000.00) divided by sixty (60) months and multiplied by the number of months remaining in the term of the original Agreement. Said prorated reimbursement shall be due to Summit within sixty (60) days of the effective date the Agreement is terminated.
- G. Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Summit hereunder, are based on the following assumptions:
 - 1. Population: 400 Inmates.
 - 2. Purchasing: Summit will make purchases on behalf of the County at a level similar to that in place at the Commencement of this Agreement.
 - 3. Inmate Labor: The County agrees to provide a minimum of 10 inmates per day/shift throughout the duration of the contract. The County agrees any amounts due to be paid to the inmates are the County's sole responsibility.

To the extent any of the basic assumptions change or if the County requests a significant change in Services as provided under this Agreement, Summit's base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.

- 7.2 Payments Due Dates, Method and Interest Rate. Summit shall issue an invoice at the end of each Week showing the amounts due. The County shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. Following the necessary AFT/ACH setup, payment shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Summit to charge the finance charge shall not be construed as a waiver of Summit's normal entitlement to receive timely payment as set forth herein.
- 7.3 Right to Offset. In the event that the County is more than thirty (30) days past due on any obligations to Summit, Summit shall have the right to offset, from any other sums owed by Summit to the County, all or any portion of such outstanding receivables.
- 7.4 Change in Conditions. In the event of significant material changes requested by County to the Food Services provided under this Agreement, or significant material changes to conditions outside of Summit's control including, without limitation, population; labor costs; inmate labor; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes, the financial terms and other obligations shall be renegotiated.
- 7.5 Future Pricing. Pricing adjustments shall be made on the anniversary of the Agreement Commencement Date and shall be adjusted at a rate not less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban

Consumers, National Average Unadjusted, Food Away From Home, not to exceed 10%. Up to ninety (90) days prior to the anniversary of the Commencement Date, Summit shall provide the County notification of the adjustment. On the anniversary date, Summit's proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment regarding this Agreement.

8. TERMINATION OF THE AGREEMENT.

- 8.1 **Termination for Non-Performance.** If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) thirty (30) days, or (ii) a reasonable time where cure is not possible within thirty (30) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 **Termination for Financial Insecurity.** If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with ten (10) days' notice. Provided, however, that the Parties agree to provide each other thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 **Voluntary Termination.** Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than one hundred and twenty (120) days prior to the effective date of termination.
- 8.4 **Steps Upon Termination.** Upon the termination or expiration of this Agreement, Summit shall vacate the Premises and shall remove its own equipment and return equipment furnished by the County pursuant to this Agreement. Upon termination of this Agreement, Summit shall surrender the then-current Food Preparation Equipment to the County in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Food Preparation Equipment was placed into service), excepting ordinary wear and tear, damage resulting from the County's failure to maintain the Food Preparation Equipment and other damage (including damage caused by force majeure) for which Summit is not responsible hereunder.
- 8.4 **Continuing Obligations.** The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Summit shall become due and payable immediately upon termination. If, at the County's request, Summit enters into agreements with one or more third parties in connection with its management of the County's Food Service operations (collectively, "**Third Party Agreements**"), the County agrees, at the County's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Summit) all responsibilities of Summit under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Summit from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such

Third Party Agreements.

9. INDEMNIFICATION; INSURANCE

- 9.1 Insurance. Both the County and Summit shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. The County Insurance. the County shall procure and maintain insurance for the Facility, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory stored within the Facility against all loss or damage as insured against under a commercial property causes of loss.
- B. Summit Insurance. Summit shall procure and maintain the following insurance:
1. Worker's Compensation Insurance as prescribed by the laws of the state of Montana; and Comprehensive General Liability Insurance, with limits of two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. Subrogation. The County and Summit waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death. Summit shall not be liable to the County, in any way for damage to the Facility caused by reason of fire, or other hazard, however caused (unless such damage results from the negligent acts or omission of Summit, its officers, employees, and/or agents), or by the reason of an act of God.
- D. Indemnification. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees.

10. GENERAL AGREEMENT TERMS

- 10.1 Confidentiality. Neither the County, nor the County's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, which has been identified as such to the County, without Summit's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Summits exclusive property. The County's access or use of Summit Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If County is requested to disclose any of the

Confidential Information to any third party for any reason, County shall provide Summit with prompt notice of such request(s). Upon termination of this Agreement, the County shall, at Summit's expense, return or destroy at Summit's request, all Summit Proprietary, Confidential and Trade Secret Information which will be identified to the County, in the County's possession relating to Summit's services pursuant to this Agreement. That upon breaching this provision, Summit shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.

- 10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to The County under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Summit (whether now owned or hereafter developed or acquired), all of which are reserved to Summit.
- 10.3 HIPAA Compliance. The parties agree to abide by applicable HIPAA requirements.
- 10.4 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees and all other Summit personnel are not, nor shall they be deemed to be, employees of the County. Employees of the County are not, nor shall they be deemed to be, employees of Summit.
- 10.5 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:

Cascade County
Office of the Cascade County Sheriff
Coroner
3800 Ulm North Frontage Road
Great Falls, MT 59404

Summit
500 East 52nd Street
Sioux Falls, SD
57104

- 10.6 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God, pandemic, epidemic, or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 10.7 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld.
- 10.8 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Summit's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Summit and

the County. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Summit Food Services.

- 10.9 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.10 Jurisdiction and Venue. The validity and construction of this Agreement shall be governed by Montana law. Should a lawsuit be necessary to enforce this Agreement, the Parties hereby waive any objection to venue or personal jurisdiction and agree to be subject to the jurisdiction of the Eighth Judicial District Court, Cascade County, Montana. .
- 10.11 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.13 Authority. Summit and the County represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws, or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

SUMMIT FOOD SERVICES

DocuSigned by:
Brittany Mayer Schuler
00C7C3FC27FE445
Authorized Signature

Brittany Mayer Schuler

Printed Name

President

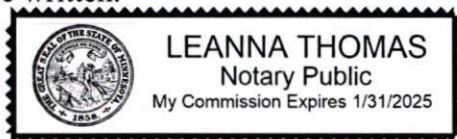
Title

STATE OF Minnesota)

County of Ramsey) : SS

This instrument was signed or acknowledged before me by Brittany Mayer-Schuler, a representative of Summit on this 7th day of February 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



DocuSigned by:
[Signature]
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Notary Public for the State of Minnesota
Residing at St. Paul, MN
My Commission expires: 1/31/2025

PURCHASER:

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Rae Grulkowski, Commissioner

ATTESTATION

On this _____ day of _____, 2023, I hereby attest the above-written signatures of the Cascade County Board of County Commissioners.

Sandra Merchant, Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday	
Breakfast													
Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup
Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each
Peanut Butter	1 oz	Turkey Ham	1 oz	Peanut Butter	1 oz	Turkey Ham	1 oz	Peanut Butter	1 oz	Turkey Ham	1 oz	Peanut Butter	1 oz
Jelly	1 oz	Coffee Cake	2 1/54 cut	Jelly	1 oz	Blueberry Muffin	2 1/54 cut	Jelly	1 oz	Breakfast Bar	2 1/54	Jelly	1 oz
Bread	2 slices	Whipped Margarine	1/2 oz	Biscuit	1/54 cut	Whipped Margarine	1/2 oz	Biscuit	1/54 cut	Whipped Margarine	1/2 oz	Biscuit	1/54 cut
Cinnamon Muffin	1/54 cut	Milk Reconstituted	8 fl oz	Breakfast Bar	2 1/54	Milk Reconstituted	8 fl oz	Coffee Cake	2 1/54 cut	Milk Reconstituted	8 fl oz	Apple Muffin	1/54 cut
Whipped Margarine	1/2 oz			Whipped Margarine	1/2 oz			Whipped Margarine	1/2 oz			Whipped Margarine	1/2 oz
Milk Reconstituted	8 fl oz			Milk Reconstituted	8 fl oz			Milk Reconstituted	8 fl oz			Milk Reconstituted	8 fl oz
Lunch													
Goulash	10 oz	Turkey & Noodle Casserole	10 oz	Breaded Chicken Patty	1 each	Pizza Casserole	10 oz	Chuckwagon	1 each	Italian Meat Sauce	3/4 cup	Kielbasa	1 each
Corn	1/2 cup	Baked Beans	1/2 cup	HM BBQ Sauce	2 oz	Boston Baked Beans	1/2 cup	Hamburger Bun	1 each	Spaghetti Noodles	1 cup	Macaroni & Cheese	1 cup
Biscuit	1/54 cut	Southern Cornbread	1/54 cut	Hamburger Bun	1 each	Lettuce Salad	1/2 cup	Ketchup	1 Tbsp	Green Beans	1/2 cup	Peas	1/2 cup
Whipped Margarine	1/2 oz	Whipped Margarine	1/2 oz	Green Beans	1/2 cup	Salad Dressing	1/2 oz	Mustard	1/2 Tbsp	Garlic Biscuit	1/54 cut	Lettuce Salad	1/2 cup
Frosted Bar	1/54 cut	Cake	1/54 cut	Southern Cornbread	1/54 cut	Southern Cornbread	1/54 cut	Carrots	1/2 cup	Whipped Margarine	1/2 oz	Salad Dressing	1/2 oz
Canned Fruit	1/2 cup	Fortified Flavored Beverage PC	1 each	Whipped Margarine	1/2 oz	Whipped Margarine	1/2 oz	Biscuit	1/54 cut	Cookie	2 oz	Southern Cornbread	1/54 cut
Fortified Flavored Beverage PC	1 each			Cake	1/54 cut	Dessert Bar	1/54 cut	Whipped Margarine	1/2 oz	Fortified Flavored Beverage PC	1 each	Whipped Margarine	1/2 oz
				Fortified Flavored Beverage PC	1 each	Fortified Flavored Beverage PC	1 each	Dessert Bar	1/54 cut			Cookie	2 oz
								Fortified Flavored Beverage PC	1 each			Fortified Flavored Beverage PC	1 each
Dinner													
Baked Chicken	1 each	Chili	8 oz	Meat Stroganoff	8 oz	Turkey Cheesy Rice	10 oz	Turkey & Gravy	8 oz	Green Chili Stew	8 oz	Meat & Potato Casserole	10 oz
Gravy	2 fl oz	Fluffy Rice	1 cup	Macaroni Noodles	1 cup	Cooked Vegetable	1/2 cup	Mashed Potatoes	1 cup	Fluffy Rice	1 cup	Coleslaw	1/2 cup
Mashed Potatoes	1 cup	Lettuce Salad	1/2 cup	Mixed Vegetables	1/2 cup	Biscuit	1/54 cut	Peas	1/2 cup	Tortilla Flour	2 each	Biscuit	1/54 cut
Carrots	1/2 cup	Salad Dressing	1/2 oz	Bread	2 slices	Whipped Margarine	1/2 oz	Southern Cornbread	1/54 cut	Cooked Vegetable	1/2 cup	Whipped Margarine	1/2 oz
Southern Cornbread	1/54 cut	Biscuit	1/54 cut	Whipped Margarine	1/2 oz	Cookie	2 oz	Whipped Margarine	1/2 oz	Cake	1/54 cut	Dessert Bar	1/54 cut
Whipped Margarine	1/2 oz	Whipped Margarine	1/2 oz	Cookie	2 oz	Fortified Flavored Beverage PC	1 each	Dessert Bar	1/54 cut	Fortified Flavored Beverage PC	1 each	Fortified Flavored Beverage PC	1 each
Cookie	2 oz	Dessert Bar	1/54 cut	Fortified Flavored Beverage PC	1 each			Fortified Flavored Beverage PC	1 each				
Fortified Flavored Beverage PC	1 each	Fortified Flavored Beverage PC	1 each										

Dietary Consultant

Approval Date

Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Friday	
Breakfast													
Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup	Cold Cereal	1 cup
Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each	Sugar PC	2 each
Peanut Butter	1 oz	Turkey Ham	1 oz	Peanut Butter	1 oz	Turkey Ham	1 oz	Peanut Butter	1 oz	Turkey Ham	1 oz	Peanut Butter	1 oz
Jelly	1 oz	Coffee Cake	2 1/54 cut	Jelly	1 oz	Blueberry Muffin	2 1/54 cut	Jelly	1 oz	Breakfast Bar	2 1/54	Jelly	1 oz
Bread	2 slices	Whipped Margarine	1/2 oz	Bread	2 slices	Whipped Margarine	1/2 oz	Biscuit	1/54 cut	Whipped Margarine	1/2 oz	Biscuit	1/54 cut
Cinnamon Muffin	1/54 cut	Milk Reconstituted	8 fl oz	Breakfast Bar	2 1/54	Milk Reconstituted	8 fl oz	Coffee Cake	2 1/54 cut	Milk Reconstituted	8 fl oz	Apple Muffin	1/54 cut
Whipped Margarine	1/2 oz			Whipped Margarine	1/2 oz			Whipped Margarine	1/2 oz			Whipped Margarine	1/2 oz
Milk Reconstituted	8 fl oz			Milk Reconstituted	8 fl oz			Milk Reconstituted	8 fl oz			Milk Reconstituted	8 fl oz
Lunch													
Turkey & Noodle Casserole	10 oz	Swedish Meatballs	8 each	Beans & Franks	10 oz	Chicken Stew	8 oz	Turkey a la King	8 oz	Turkey Tetrzzini	10 oz	Beef a Roni	10 oz
Cooked Vegetable	1/2 cup	Macaroni Noodles	1 cup	Coleslaw	1/2 cup	Mashed Potatoes	1 cup	Fluffy Rice	1 cup	Corn	1/2 cup	Peas	1/2 cup
Biscuit	1/54 cut	Carrots & Cabbage	1/2 cup	Green Beans	1/2 cup	Biscuit	1/54 cut	Lettuce Salad	1/2 cup	Biscuit	1/54 cut	Lettuce Salad	1/2 cup
Whipped Margarine	1/2 oz	Lettuce Salad	1/2 cup	Biscuit	1/54 cut	Whipped Margarine	1/2 oz	Salad Dressing	1/2 oz	Whipped Margarine	1/2 oz	Salad Dressing	1/2 oz
Frosted Bar	1/54 cut	Salad Dressing	1/2 oz	Whipped Margarine	1/2 oz	Cookie	2 oz	Southern Cornbread	1/54 cut	Frosted Cake	1/54 cut	Southern Cornbread	1/54 cut
Fortified Flavored Beverage PC	1 each	Biscuit	1/54 cut	Dessert Bar	1/54 cut	Canned Fruit	1/2 cup	Whipped Margarine	1/2 oz	Fortified Flavored Beverage PC	1 each	Whipped Margarine	1/2 oz
		Whipped Margarine	1/2 oz	Fortified Flavored Beverage PC	1 each	Fortified Flavored Beverage PC	1 each	Dessert Bar	1/54 cut			Dessert Bar	1/54 cut
		Cake	1/54 cut					Fortified Flavored Beverage PC	1 each			Fortified Flavored Beverage PC	1 each
		Fortified Flavored Beverage PC	1 each										
Dinner													
Salisbury Patty	3 oz	Taco Meat	3.2 oz	Turkey & Scalloped Potatoes	10 oz	Breaded Chicken Patty	1 each	Meat Stroganoff	8 oz	Chuckwagon	1 each	Turkey & Gravy	8 oz
Gravy	2 fl oz	Spanish Rice	1 cup	Cooked Vegetable	1/2 cup	Mayonnaise	1 Tbsp	Rotini Noodles	1 cup	Hamburger Bun	1 each	Mashed Potatoes	1 cup
Mashed Potatoes	1 cup	Cooked Beans	1/2 cup	Southern Cornbread	1/54 cut	Hamburger Bun	1 each	Cooked Vegetable	1/2 cup	Ketchup	1 Tbsp	Cooked Vegetable	1/2 cup
Corn	1/2 cup	lmt. Shredded Cheddar Cheese	1 oz	Whipped Margarine	1/2 oz	Peas	1/2 cup	Bread	2 slices	Mustard	1/2 Tbsp	Bread	2 slices
Southern Cornbread	1/54 cut	Tortilla Flour	2 each	Cookie	2 oz	Southern Cornbread	1/54 cut	Whipped Margarine	1/2 oz	Mixed Vegetables	1/2 cup	Whipped Margarine	1/2 oz
Whipped Margarine	1/2 oz	Dessert Bar	1/54 cut	Fortified Flavored Beverage PC	1 each	Whipped Margarine	1/2 oz	Cake	1/54 cut	Biscuit	1/54 cut	Cookie	2 oz
Cookie	2 oz	Fortified Flavored Beverage PC	1 each			Dessert Bar	1/54 cut	Fortified Flavored Beverage PC	1 each	Whipped Margarine	1/2 oz	Fortified Flavored Beverage PC	1 each
Fortified Flavored Beverage PC	1 each					Fortified Flavored Beverage PC	1 each			Frosted Bar	1/54 cut		
										Fortified Flavored Beverage PC	1 each		

Dietary Consultant

Approval Date

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast						
Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup
Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each
Peanut Butter 1 oz	Turkey Ham 1 oz	Peanut Butter 1 oz	Turkey Ham 1 oz	Peanut Butter 1 oz	Turkey Ham 1 oz	Peanut Butter 1 oz
Jelly 1 oz	Coffee Cake 2 1/54 cut	Jelly 1 oz	Blueberry Muffin 2 1/54 cut	Jelly 1 oz	Breakfast Bar 2 1/54	Jelly 1 oz
Bread 2 slices	Whipped Margarine 1/2 oz	Bread 2 slices	Whipped Margarine 1/2 oz	Biscuit 1/54 cut	Whipped Margarine 1/2 oz	Biscuit 1/54 cut
Cinnamon Muffin 1/54 cut	Milk Reconstituted 8 fl oz	Breakfast Bar 2 1/54	Milk Reconstituted 8 fl oz	Coffee Cake 2 1/54 cut	Milk Reconstituted 8 fl oz	Apple Muffin 1/54 cut
Whipped Margarine 1/2 oz		Whipped Margarine 1/2 oz		Whipped Margarine 1/2 oz		Whipped Margarine 1/2 oz
Milk Reconstituted 8 fl oz		Milk Reconstituted 8 fl oz		Milk Reconstituted 8 fl oz		Milk Reconstituted 8 fl oz
Lunch						
Turkey Jambalaya 10 oz	Turkey Cheesy Rice 10 oz	Enchilada Casserole 10 oz	Chili Macaroni 10 oz	Meat & Potato Casserole 10 oz	Beef a Roni 10 oz	Salisbury Patty 3 oz
Corn 1/2 cup	Green Beans 1/2 cup	Corn 1/2 cup	Ranch Beans 1/2 cup	Green Beans 1/2 cup	Mixed Vegetables 1/2 cup	Gravy 2 fl oz
Biscuit 1/54 cut	Southern Cornbread 1/54 cut	Lettuce Salad 1/2 cup	Southern Cornbread 1/54 cut	Lettuce Salad 1/2 cup	Garlic Biscuit 1/54 cut	Mashed Potatoes 1 cup
Whipped Margarine 1/2 oz	Whipped Margarine 1/2 oz	Salad Dressing 1/2 oz	Whipped Margarine 1/2 oz	Salad Dressing 1/2 oz	Frosted Cake 1/54 cut	Corn 1/2 cup
Dessert Bar 1/54 cut	Frosted Cake 1/54 cut	Southern Cornbread 1/54 cut	Frosted Cake 1/54 cut	Biscuit 1/54 cut	Fortified Flavored Beverage PC 1 each	Biscuit 1/54 cut
Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Whipped Margarine 1/2 oz	Fortified Flavored Beverage PC 1 each	Whipped Margarine 1/2 oz		Whipped Margarine 1/2 oz
		Dessert Bar 1/54 cut		Cookie 2 oz		Frosted Cake 1/54 cut
		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each		Fortified Flavored Beverage PC 1 each
Dinner						
Kielbasa 1 each	Turkey Pot Pie 10 oz	Breaded Chicken Patty 1 each	Chuckwagon 1 each	Turkey & Noodle Casserole 10 oz	Spanish Rice Casserole 10 oz	Sloppy Joes 3.2 oz
Macaroni & Cheese 1 cup	Cooked Cabbage 1/2 cup	Cream Gravy 2 oz	Hamburger Bun 1 each	Peas 1/2 cup	Carrots 1/2 cup	Hamburger Bun 1 each
Mixed Vegetables 1/2 cup	Lettuce Salad 1/2 cup	Mashed Potatoes 1 cup	Ketchup 1 Tbsp	Biscuit 1/54 cut	Southern Cornbread 1/54 cut	Cajun Potatoes 1 cup
Garlic Biscuit 1/54 cut	Salad Dressing 1/2 oz	Carrots 1/2 cup	Mustard 1/2 Tbsp	Whipped Margarine 1/2 oz	Whipped Margarine 1/2 oz	Ketchup 1 Tbsp
Cookie 2 oz	Biscuit 1/54 cut	Garlic Biscuit 1/54 cut	Coleslaw 1/2 cup	Canned Fruit 1/2 cup	Cake 1/54 cut	Southern Cornbread 1/54 cut
Fortified Flavored Beverage PC 1 each	Whipped Margarine 1/2 oz	Whipped Margarine 1/2 oz	Biscuit 1/54 cut	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Whipped Margarine 1/2 oz
	Frosted Bar 1/54 cut	Cookie 2 oz	Whipped Margarine 1/2 oz			Cookie 2 oz
	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Cookie 2 oz			Fortified Flavored Beverage PC 1 each
			Fortified Flavored Beverage PC 1 each			

Dietary Consultant _____

Approval Date _____

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast						
Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup	Cold Cereal 1 cup
Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each	Sugar PC 2 each
Peanut Butter 1 oz	Turkey Ham 1 oz	Peanut Butter 1 oz	Turkey Ham 1 oz	Peanut Butter 1 oz	Turkey Ham 1 oz	Peanut Butter 1 oz
Jelly 1 oz	Coffee Cake 2 1/54 cut	Jelly 1 oz	Blueberry Muffin 2 1/54 cut	Jelly 1 oz	Breakfast Bar 2 1/54	Jelly 1 oz
Bread 2 slices	Whipped Margarine 1/2 oz	Bread 2 slices	Whipped Margarine 1/2 oz	Biscuit 1/54 cut	Whipped Margarine 1/2 oz	Biscuit 1/54 cut
Cinnamon Muffin 1/54 cut	Milk Reconstituted 8 fl oz	Breakfast Bar 2 1/54	Milk Reconstituted 8 fl oz	Coffee Cake 2 1/54 cut	Milk Reconstituted 8 fl oz	Apple Muffin 1/54 cut
Whipped Margarine 1/2 oz		Whipped Margarine 1/2 oz		Whipped Margarine 1/2 oz		Whipped Margarine 1/2 oz
Milk Reconstituted 8 fl oz		Milk Reconstituted 8 fl oz		Milk Reconstituted 8 fl oz		Milk Reconstituted 8 fl oz
Lunch						
T. Ham & Beans 10 oz	Meat Stroganoff 8 oz	Breaded Chicken Patty 1 each	Turkey Stew 8 oz	Turkey a la King 8 oz	Turkey Jambalaya 10 oz	Kielbasa 1 each
Cooked Vegetable 1/2 cup	Rotini Noodles 1 cup	HM BBQ Sauce 2 oz	Boiled Potatoes 1 cup	Rotini Noodles 1 cup	Carrots & Cabbage 1/2 cup	Macaroni & Cheese 1 cup
Southern Cornbread 1/54 cut	Green Beans 1/2 cup	Hamburger Bun 1 each	Corn 1/2 cup	Cooked Vegetable 1/2 cup	Biscuit 1/54 cut	Green Beans 1/2 cup
Whipped Margarine 1/2 oz	Biscuit 1/54 cut	Peas 1/2 cup	Biscuit 1/54 cut	Biscuit 1/54 cut	Whipped Margarine 1/2 oz	Lettuce Salad 1/2 cup
Frosted Bar 1/54 cut	Whipped Margarine 1/2 oz	Garlic Biscuit 1/54 cut	Whipped Margarine 1/2 oz	Whipped Margarine 1/2 oz	Frosted Cake 1/54 cut	Salad Dressing 1/2 oz
Fortified Flavored Beverage PC 1 each	Cake 1/54 cut	Frosted Bar 1/54 cut	Frosted Cake 1/54 cut	Dessert Bar 1/54 cut	Fortified Flavored Beverage PC 1 each	Southern Cornbread 1/54 cut
	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each	Fortified Flavored Beverage PC 1 each		Whipped Margarine 1/2 oz
						Cookie 2 oz
						Fortified Flavored Beverage PC 1 each
Dinner						
Green Chili Stew 8 oz	Meatloaf Patty 3 oz	Chicken Fried Rice 10 oz	Goulash 10 oz	Chuckwagon 1 each	Meat & Potato Casserole 10 oz	Turkey Cheesy Rice 10 oz
Fluffy Rice 1 cup	Gravy 2 fl oz	Cooked Vegetable 1/2 cup	Mixed Vegetables 1/2 cup	Hamburger Bun 1 each	Peas 1/2 cup	Carrots & Cabbage 1/2 cup
Corn 1/2 cup	Mashed Potatoes 1 cup	Southern Cornbread 1/54 cut	Biscuit 1/54 cut	Ketchup 1 Tbsp	Lettuce Salad 1/2 cup	Southern Cornbread 1/54 cut
Lettuce Salad 1/2 cup	Carrots & Cabbage 1/2 cup	Whipped Margarine 1/2 oz	Whipped Margarine 1/2 oz	Mustard 1/2 Tbsp	Salad Dressing 1/2 oz	Whipped Margarine 1/2 oz
Salad Dressing 1/2 oz	Garlic Biscuit 1/54 cut	Cookie 2 oz	Frosted Bar 1/54 cut	Baked Beans 1 cup	Garlic Biscuit 1/54 cut	Cookie 2 oz
Southern Cornbread 1/54 cut	Whipped Margarine 1/2 oz	Canned Fruit 1/2 cup	Fortified Flavored Beverage PC 1 each	Lettuce Salad 1/2 cup	Frosted Bar 1/54 cut	Fortified Flavored Beverage PC 1 each
Whipped Margarine 1/2 oz	Cake 1/54 cut	Fortified Flavored Beverage PC 1 each		Salad Dressing 1/2 oz	Fortified Flavored Beverage PC 1 each	
Cookie 2 oz	Fortified Flavored Beverage PC 1 each			Frosted Bar 1/54 cut		
Fortified Flavored Beverage PC 1 each				Fortified Flavored Beverage PC 1 each		

Dietary Consultant _____

Approval Date _____

